

AURORA FEDERAL SAVINGS AND LOAN

ASSOCIATION, a body corporate,

vs.

ROBERT G. TAYLOR and

ANN M. TAYLOR, his wife

BOOK 151 PAGE 1

Docket Folio

Case No.

Filed

IN THE
CIRCUIT COURT

FOR

ANNE ARUNDEL.....COUNTY

IN EQUITY

Rec. 15, 898

To the Honorable, the Judge of said Court:

The petition of the plaintiff respectfully represents

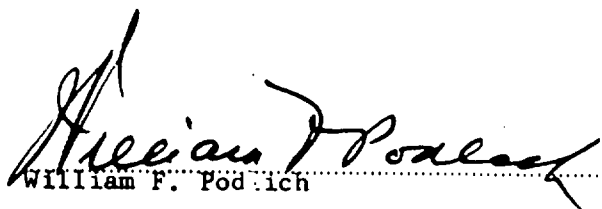
That on the 27th day of November, A.D. 1959, the defendant executed and delivered to AURORA FEDERAL SAVINGS & LOAN ASSOCIATION, a body corporate, a mortgage upon certain leasehold property in Anne Arundel County, therein described, to secure the payment of the mortgage debt of \$ 11,750.00 and interest as therein mentioned, wherein said mortgagor s assented to the passage of a decree for the sale of said mortgaged property, to take place at any time after any default in any covenant or condition of said mortgage; all which will appear from said mortgage, marked "Petitioner's Exhibit No. 1," and filed herewith as part of this petition.

That your Petitioner files herewith an affidavit by DWIGHT F. BRUNK, President of AURORA FEDERAL SAVINGS AND LOAN ASSOCIATION, a body corporate, concerning the Military Status of the defendants herein, who are the present owners of the mortgaged property, which affidavit is marked "PETITIONER'S EXHIBIT NO. 2," and prayed to be taken as a part of this petition.

That default has now occurred in the performance of the covenants of said mortgage and in the payment of the debt now due to the plaintiff and secured by the aforesaid mortgage.

And your petitioner prays that a decree may be passed for the sale of said property in accordance with the terms of said mortgage.

And as in duty, &c.


William F. Podlich

Attorney for Plaintiff

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MORTGAGE

THIS MORTGAGE, Made this 27th day of November, A. D. 19 59, by and between ROBERT G. TAYLOR and ANN M. TAYLOR, his wife, -----

of Anne Arundel County, in the State of Maryland, hereinafter called the Mortgagor, and AURORA FEDERAL SAVINGS AND LOAN ASSOCIATION, ----- a corporation organized and existing under the laws of the ~~State of~~ UNITED STATES OF AMERICA, hereinafter called the Mortgagee.

WHEREAS, the Mortgagor, *being a member of the Mortgagee,** is justly indebted to the Mortgagee for borrowed money in the principal sum of Eleven Thousand Seven Hundred Fifty and 00/100 - Dollars (\$11,750.00), being part of the purchase money for the property hereinafter described, with interest from date at the rate of five & 1/4th ----- per centum (5 1/4%) per annum on the unpaid principal until paid, principal and interest being payable at the office of AURORA FEDERAL SAVINGS AND LOAN ASSOCIATION -----, in Baltimore City, State of ----- Maryland, or at such other place as the holder hereof may designate in writing, in monthly installments of Sixty-four and 98/100 ----- Dollars (\$ 64.98), commencing on the first day of January -----, 1960, and on the first day of each month thereafter until the principal and interest are fully paid, except that the final payment of principal and interest, if not sooner paid, shall be due and payable on the first day of December -----, 19 89. Privilege is reserved to pay this debt in whole, or in an amount equal to one or more monthly payments on the principal that are next due, on the first day of any month prior to maturity: PROVIDED, HOWEVER, That written notice of an intention to exercise such privilege is given at least thirty (30) days prior to prepayment; and provided further that in the event this debt is paid in full prior to maturity and while it is insured under the provisions of the National Housing Act, all parties liable for the payment of same, whether principal, surety, guarantor or endorser, agree to be jointly and severally bound to pay to the holder of this mortgage a premium charge of one percent (1%) of the original principal amount hereof, except that in no event shall the adjusted premium exceed the aggregate amount of premium charges which would have been payable if the mortgage had continued to be insured until maturity; such payment to be applied by the holder hereof upon its obligation to the Federal Housing Commissioner.

AND WHEREAS, it was a condition precedent to the making of the aforesaid loan that the repayment thereof, with interest, should be secured by the execution of these presents.

NOW, THEREFORE, THIS MORTGAGE WITNESSETH, that in consideration of the premises and the sum of One Dollar (\$1.00) this day paid, the receipt whereof is hereby acknowledged, the Mortgagor does hereby grant, convey and assign unto the Mortgagee, its successors and assigns, all - **that** - lot(s) of ground situate, lying and being in 3rd Elec. Dist. Anne Arundel Co, in the State of Maryland aforesaid, and described as follows, that is to say:

10-55500-1

BEGINNING FOR THE SAME at a point on the southwest side of Cathedral Drive, said point being the northwest corner of Lot No. 221, as shown on the "PLAT OF SECTION 4-LEHIGH," recorded among the Land Records of Anne Arundel County in Plat Book No. 26, Folio 39, and running thence, referring the courses of this description to the meridian of the aforesaid Plat, the following courses and distances: (1) south 40 degrees 25 minutes 40 seconds east 75.00 feet; (2) south 49 degrees 34 minutes 20 seconds west 143.28 feet; (3) north 41 degrees 44 minutes 23 seconds west 75.02 feet; (4) north 49 degrees 34 minutes 20 seconds east 145.00 feet to the place of beginning. Area - 10,811 square feet, more or less. The improvements thereon being known as No. 1232 Cathedral Drive.

BEING THE SAME lot of ground described in a Deed dated of even date herewith and recorded or intended to be recorded among the Land Records of Anne Arundel County prior hereto from Harold E. Dorsey and Martha E. Dorsey, his wife, unto the Mortgagors herein.

*Delete italicized words if Mortgagee is not a Building and Loan Association.

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This mortgage is made upon the distinct understanding between the parties hereto that if any of the following items are located on the property above described they shall be considered as fixtures and as such shall pass as a part of the realty hereby conveyed and mortgaged, viz.: All garages; all bathroom accessories, such as tub, lavatory, closet combination, built in medicine cabinets; all kitchen accessories, such as sink, built in kitchen units, garbage disposal unit, dishwasher, gas, electric, and coal ranges; breakfast nook furniture which is attached to or affixed to the dwelling; all cellar accessories, such as laundry equipment and tubs; heating plant complete with its boiler, circulators, radiators, piping and tubing; hot water heaters; oil burner, with its motors, piping and tubing; oil tanks; built in club room with its appurtenances; built in radio and television antenna; all lighting fixtures; built in mantels; screens for windows and doors, storm-windows and window shades. The foregoing enumeration of specific items shall not be construed as excluding from the operation of this mortgage anything on said premises which would partake of the nature of a fixture or fixtures, and which would by operation of law pass to the Mortgagee as a part of the Mortgagee's security.

TOGETHER with the buildings and improvements thereon, and the rights, roads, alleys, ways, waters, privileges, appurtenances and advantages thereto belonging or in anywise appertaining.

TO HAVE AND TO HOLD the said lot(s) of ground and improvements unto the said Mortgagee, its successors and assigns, **for all the residue of the term of years yet to come and unexpired**

therein, with the benefit of renewal forever; subject to the payment of the annual rent of One Hundred Eight (\$108.00) Dollars payable in even and equal half-yearly installments on the 17th days of April and October in each and every year.

PROVIDED, That this conveyance shall be null and void upon the performance of all conditions and stipulations mentioned herein and upon the full payment of the principal debt secured hereby, and the interest thereon, and all moneys advanced or expended, and all other proper costs, charges, commissions and expenses as herein provided. When this mortgage shall have been fully paid off in accordance with its terms and tenor, it will be duly released by the Mortgagee at the request and expense of the Mortgagor, but in the event of default in the payment of any installment of principal or interest as above provided (it being agreed that the default shall exist only if not made good prior to the due date of the next such installment), or if there be a default in any of the conditions, stipulations or covenants of this mortgage, then the Mortgagee may exercise the option of treating the remainder of the mortgage debt hereby secured due and payable. Failure to exercise this option shall not constitute a waiver of the right to exercise it at any other time.

And the Mortgagor, in order more fully to protect the security of this mortgage, covenants and agrees as follows:

1. That, together with, and in addition to, the monthly payments of principal and interest payable under the terms of the mortgage debt hereby secured, the Mortgagor will pay to the Mortgagee, on the first day of each month until the said debt is fully paid, the following sums:

- (a) If this mortgage and the mortgage debt hereby secured are insured under the provisions of the National Housing Act and so long as they continue to be so insured, one-twelfth ($\frac{1}{12}$) of the annual mortgage insurance premium for the purpose of putting the Mortgagee in funds with

which to discharge the said Mortgagee's obligation to the Federal Housing Commissioner for mortgage insurance premiums pursuant to the applicable provisions of the National Housing Act, as amended, and Regulations thereunder. The Mortgagee shall, on the termination of its obligation to pay mortgage insurance premiums, credit to the account of the Mortgagor all payments made under the provisions of this subsection which the Mortgagee has not become obligated to pay to the Federal Housing Commissioner.

- (b) A sum equal to the ground rents, if any, next due, plus the premiums that will next become due and payable on policies of fire and other hazard insurance covering the mortgaged property, plus taxes and assessments next due on the mortgaged property (all as estimated by the Mortgagee) less all sums already paid therefor divided by the number of months to elapse before one month prior to the date when such ground rents, premiums, taxes and assessments will become delinquent, such sums to be held by Mortgagee in trust to pay said ground rents, premiums, taxes and special assessments.
- (c) All payments mentioned in the two preceding subsections of this paragraph and all payments to be made under the mortgage debt hereby secured shall be added together and the aggregate amount thereof shall be paid by the Mortgagor each month in a single payment to be applied by the Mortgagee to the following items in the order set forth:
 - (I) premium charges under the contract of insurance with the Federal Housing Commissioner;
 - (II) ground rent, if any, taxes, special assessments, fire and other hazard insurance premiums;
 - (III) interest on the mortgage debt secured hereby; and
 - (IV) amortization of the principal of said debt.

Any deficiency in the amount of such aggregate monthly payment shall, unless made good by the Mortgagor prior to the due date of the next such payment, constitute an event of default under this mortgage. The Mortgagor agrees to pay a "late charge" not to exceed two (2) cents for each dollar of each payment more than fifteen (15) days in arrears, to cover the extra expense involved in handling delinquent payments.

2. If the total of the payments made by the Mortgagor under (b) of paragraph 1 preceding shall exceed the amount of payments actually made by the Mortgagee for ground rents, taxes, assessments or insurance premiums, as the case may be, such excess shall be credited by the Mortgagee on subsequent payments to be made by the Mortgagor. If, however, the monthly payments made by the Mortgagor under (b) of paragraph 1 preceding shall not be sufficient to pay ground rents, taxes, assessments or insurance premiums when the same shall become due and payable, then the Mortgagor shall pay to the Mortgagee any amount necessary to make up the deficiency on or before the date when payment of such ground rents, taxes, assessments or insurance premiums shall be due. If at any time the Mortgagor shall tender to the Mortgagee, in accordance with the provisions of the mortgage debt secured hereby, full payment of the entire indebtedness, the Mortgagee shall, in computing the amount of such indebtedness, credit to the account of the Mortgagor all payments made under the provisions of (a) of paragraph 1 which the Mortgagee has not become obligated to pay to the Federal Housing Commissioner, and any balance remaining in the funds accumulated under the provisions of (b) of paragraph 1 hereof. If there shall be a default under any of the provisions of this mortgage resulting in a public sale of the premises covered hereby, or if the Mortgagee acquires the property otherwise after default, the Mortgagee shall apply, at the time of the commencement of such proceedings, or at the time the property is otherwise acquired, the balance then remaining in the funds accumulated under (b) of paragraph 1 preceding, as a credit against the amount of principal then remaining unpaid under the mortgage debt, and shall properly adjust any payments which shall have been made under (a) of paragraph 1.

3. That he will pay all taxes, assessments, water rates and other governmental or municipal charges, fines, or impositions, and ground rents for which provision has not been made hereinbefore, and will promptly deliver the official receipts therefor to the Mortgagee; and in default of such payment by the Mortgagor, the Mortgagee may pay the same, and any sum or sums so paid by the Mortgagee shall be added to the mortgage debt hereby secured, shall be payable on demand, shall bear interest at the rate set forth hereinbefore and shall be secured by this mortgage.

4. That he will keep the said premises in as good order and condition as they are now and will not commit or permit any waste thereof, reasonable wear and tear excepted.

5. That he will keep the improvements now existing or hereafter erected on the mortgaged property, insured as may be required from time to time by the Mortgagee against loss by fire and other hazards, casualties and contingencies, including war damage, in such amounts and for such periods as may be required by the Mortgagee and will pay promptly, when due, any premiums on such insurance provisions for payment of which has not been made hereinbefore. All insurance shall be carried in companies approved by the Mortgagee and the policies and renewals thereof shall be held by the Mortgagee and have attached thereto loss payable clauses in favor of and in form acceptable to the Mortgagee. In event of loss Mortgagor will give immediate notice by mail to the Mortgagee, who may make proof of loss if not made promptly by Mortgagor, and each insurance company concerned is hereby authorized and directed to make payment for such loss directly to the Mortgagee instead of to the Mortgagor and the Mortgagee jointly, and the insurance proceeds, or any part thereof, may be applied by the Mortgagee at its option either to the reduction of the indebtedness hereby secured or to the restoration or repair of the property damaged. In event of foreclosure of this mortgage or other transfer of title to the mortgaged property in extinguishment of the indebtedness secured hereby, all right, title and interest of the Mortgagor in and to any insurance policies then in force shall pass to the purchaser or grantee.

6. That upon a default in any of the covenants of this mortgage, the Mortgagee shall be entitled, without notice to the Mortgagor, to the immediate appointment of a receiver of the property covered hereby, without regard to the adequacy or inadequacy of the property as security for the mortgage debt; and upon any such default, whether or not a receiver has been appointed, the rents and benefits of said property are hereby assigned to the Mortgagee as additional security. Until there is a default under this mortgage the Mortgagor shall have the right to possession of the said property.

7. That it shall be deemed a default under this mortgage if he shall sell, cease to own, transfer, or dispose of the within-described property without the written consent of the Mortgagee.

8. The Mortgagor further agrees that should this mortgage and the note secured hereby not be eligible for insurance under the National Housing Act within **60 days** from the date hereof (written statement of any officer of the Federal Housing Administration or authorized agent of the Federal Housing Commissioner dated subsequent to the **60 days** time from the date of this mortgage, declining to insure this mortgage, being deemed conclusive proof of such ineligibility); the Mortgagee or the holder of this mortgage may, at its option, declare all sums secured hereby immediately due and payable.

9. The Mortgagor covenants and agrees that so long as this mortgage and the said note secured hereby are insured under the provisions of the National Housing Act, he will not execute or file for record any instrument which imposes a restriction upon the sale or occupancy of the mortgaged property on the basis of race, color, or creed. Upon any violation of this undertaking, the Mortgagee may, at its option, declare the unpaid balance of the debt secured hereby immediately due and payable.

10. That he specially warrants the property herein mortgaged, and that he will execute such further assurances thereof as may be required.

AND the said Mortgagor(s) hereby assent(s) to the passage of a decree for the sale of the property hereby mortgaged (the sale to take place after a default in any of the covenants or conditions of this mortgage as herein provided), and the said Mortgagor(s) hereby also authorize(s) the said Mortgagee, its successors or assigns or **William F. Podlich**, its duly authorized Attorney or Agent, after any default in the terms of this mortgage, to sell the hereby mortgaged property, and any such sale, whether under the above assent to a decree or under the above power of sale, shall be under the provisions of Article LXVI of the Public General Laws of Maryland, or under any other General or Local Law of the State of Maryland relating to mortgages, or any supplement, amendment, or addition thereto. And upon a sale of said property, whether under the above assent to a decree or under the above power of sale, the proceeds shall be applied as follows: (1) To the payment of all expenses incident to such sale, including a fee of **Seventy-five** ----- Dollars and a commission to the party making the sale of said property equal to the commission allowed Trustees for making sale of property by virtue of a decree of a Court having equity jurisdiction in the State of Maryland; (2) to the payment of all claims of the said Mortgagee, its successors or assigns, under this mortgage whether the same shall have matured or not; (3) the surplus (if any there be), to the said Mortgagor(s), heirs, personal representatives or assigns, or to whomever may be entitled to the same. Half of such commissions and all such expenses and costs shall be paid by the Mortgagor in the event that the mortgage debt shall be paid after any advertisement of said property but before sale thereof.

The covenants herein contained shall bind, and the benefits and advantages shall inure to, the respective heirs, executors, administrators, successors and assigns of the parties hereto. Whenever used, the singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

WITNESS the signature(s) and seal(s) of the Mortgagor(s) on the day and year first above written.

Witness:

Elsie Curtis

ELSIE CURTIS

Robert G. Taylor

(Robert G. Taylor)

[SEAL]

Ann M. Taylor

(Ann M. Taylor)

[SEAL]

[SEAL]

[SEAL]

STATE OF MARYLAND, CITY OF BALTIMORE

to wit: BOOK 1353 PAGE 266

I HEREBY CERTIFY, That on this the _____ day of **November**, 19**59**, before me, a Notary Public of the State of Maryland, the undersigned officer, personally appeared **ROBERT G. TAYLOR and ANN M. TAYLOR, his wife**, ----- known to me (or satisfactorily proven) to be the person(s) whose name(s) is (are) subscribed to the within instrument and acknowledged that - **they** - executed the same for the purpose therein contained.

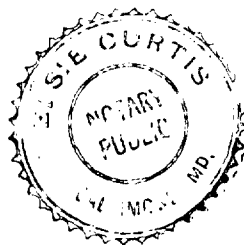
At the same time also personally appeared ----- **JOHN L. FISHER** -----, the - **President** - of the within body corporate, Mortgagee, and made oath in due form of law that the consideration of said mortgage is true and bona fide as therein set forth; and also made oath that he is the agent of the Mortgagee and is duly authorized to make this affidavit.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

My commission expires: **May 1, 1961.**

ELSIE CURTIS

Notary Public.



Rec'd for record *Sec. 1, 1959* at *10:34 A.M.*

Mailed to *Wm. F. Podlich*

Property - No. 1232 Cathedral Drive
Description approved *J.C.*
Execution approved *J.C.*

This form may be used as the security instrument in connection with mortgages to be insured under Section 203, Section 222, and in connection with "individual mortgages" to be insured under Section 213, Section 220, Section 221 and Section 809 of the National Housing Act.

STATE OF MARYLAND

Loan No.

MORTGAGE

ROBERT G. TAYLOR and
ANN M. TAYLOR, his wife
TO

AURORA FEDERAL SAVINGS AND LOAN ASSOCIATION

Received for Record

at _____ o'clock **M.**, 19____
Same day recorded in Liber No. _____
Folio _____, etc., one of the _____ and
Records of _____ examined per _____

Cost of Records, \$ *1.15*, Clerk.

No. _____	Insured _____
under section _____ of the National Housing Act and Regulations of the Federal Housing Commissioner thereunder	
Date _____	as amended _____
FEDERAL HOUSING COMMISSIONER	
By _____	Authorized Agent.
Date _____	

Reference is made to the Act and to the Regulations thereunder covering assignments of the insurance protection on this note.

1353-262

STATEMENT OF MORTGAGE CLAIM

AURORA FEDERAL SAVINGS AND LOAN

BOOK **151** PAGE **6**
DOCKET FOLIO
CASE NO.
FILED

ASSOCIATION, a body corporate,

vs.

ROBERT G. TAYLOR and

ANN M. TAYLOR, his wife

IN THE

CIRCUIT COURT

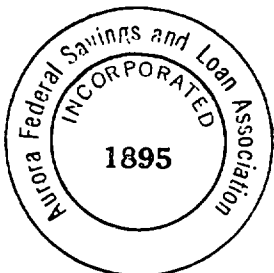
FOR

ANNE ARUNDEL COUNTY

IN EQUITY *No 15, 898***STATEMENT OF MORTGAGE DEBT**

Statement of the Mortgage Claim of AURORA FEDERAL SAVINGS AND LOAN ASSOCIATION, a body corporate, under the mortgage from the above named defendants to AURORA FEDERAL SAVINGS AND LOAN ASSOCIATION, a body corporate, dated the 27th day of November, 1959, and recorded among the Land Records of Anne Arundel County in Liber GTC No. 1353, Folio 262, secured by the leasehold premises therein described.

Original Loan	\$11,750.00
Amount repaid	<u>608.17</u>
Loan Balance	\$11,141.83
Interest to 11-4-63	257.45
FHA insurance premium to 11-30-63	<u>55.76</u>
	\$11,455.04
Expenses account credit	<u>40.53</u>
	\$11,414.51



AURORA FEDERAL SAVINGS AND LOAN ASSOCIATION

By

Dwight F. Brunk
Dwight F. Brunk, President

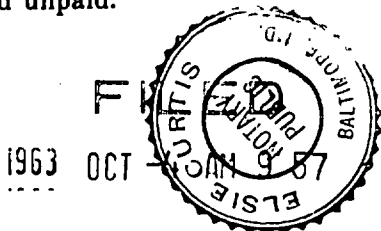
STATE OF MARYLAND, CITY OF BALTIMORE, Sct.

I HEREBY CERTIFY, That on this *and* day of *October* in the year nineteen hundred and ~~sixty-three~~, before me, a Notary Public of the State of Maryland, in and for said City of Baltimore, personally appeared

..... DWIGHT F. BRUNK,

~~Vice~~ President of Aurora Federal Savings and Loan Association, a body corporate,

the plaintiff in the above entitled cause, and made oath that the foregoing is a true statement of the amount of the mortgage claim under the mortgage filed in the said cause now remaining due and unpaid.



As witness my hand and Notarial Seal

Elsie Curtis
Notary Public.**ELSIE CURTIS**

Military Affidavit under Soldiers' and Sailors' Civil Relief Act
of 1940 and Amendment thereto of October 6, 1942.

PETITIONER'S EXHIBIT NO. 2

BOOK 151 PAGE 7

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

IN EQUITY

— No. 15,898

Docket Folio

Case No.

Filed

AURORA FEDERAL SAVINGS AND
LOAN ASSOCIATION, a body corporate,
vs.

ROBERT G. TAYLOR and

ANN M. TAYLOR, his wife

Military Affidavit

STATE OF MARYLAND, CITY OF BALTIMORE, To Wit:

I HEREBY CERTIFY that, before me, the subscriber, a Notary Public of said State, in
and for said City, personally appeared DWIGHT F. BRUNK,
~~Vice~~-President of Aurora Federal Savings and Loan Association, a body corporate,
and made oath in due form of law that he ~~(she)~~ knows the defendant herein, and that to
the best of his ~~(her)~~ information, knowledge and belief

(1) said defendant ^{s are} ~~is~~ not in the military service of the United States,

(2) said defendant ^{s are} ~~is~~ not in the military service of any nation allied with the United
States,

(3) said defendant ^{s have} ~~has~~ not been ordered to report for induction under the Selective
Training and Service Act of 1940 as amended,

(4) said defendant ^{s are} ~~is~~ not a member of the Enlisted Reserve Corps who has been or-
dered to report for military service.

Dwight F. Brunk
Affiant.

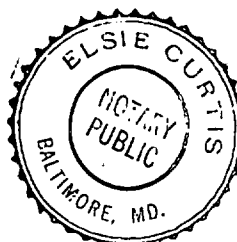
Subscribed and sworn to before me
this 2nd day of October 1963.

Elsie Curtis
Notary Public

ELSIE CURTIS

FILED

1963 OCT -4 AM 9:57



AURORA FEDERAL SAVINGS AND LOAN

ASSOCIATION, a body corporate,

vs.

ROBERT G. TAYLOR and

ANN M. TAYLOR, his wife

DOCKET FOLIO

CASE No.

FILED

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL.....COUNTY

IN EQUITY No. 15,898

BOOK 151 PAGE 8

DECREE FOR SALE OF MORTGAGED PREMISES

The Petition and exhibit in the above cause having been submitted, the proceedings therein were by the Court read and considered:

IT IS THEREUPON, this 4th day of October.....in the year nineteen hundred and sixty-three.....by the Circuit Court for Anne Arundel.....County, ADJUDGED, ORDERED AND DECREED, that the mortgaged property in the proceedings mentioned to be sold, at or after any one of the periods limited in the mortgage filed for the forfeiture of said mortgage; that WILLIAM F. PODLICH.....be and he is hereby appointed Trustee to make said sale, and that the course and manner of his proceedings shall be as follows: he shall first file with the Clerk of this Court, a bond to the State of Maryland, executed by himself, and a corporate surety or sureties to be approved by this Court, or by the Clerk thereof, in the penalty of \$11,500.00.....Dollars, conditioned for the faithful performance of the trust reposed in him by this decree, or to be reposed in him by any further Decree or Order in the premises; he shall then proceed to make the said sale, having given at least three weeks' notice by advertisement, inserted in such ~~only~~ ^{weekly} newspaper or newspapers published in Anne Arundel.....County, as he shall think proper, of the time, place, manner and terms of sale, which shall be cash upon obtaining the ratification of the sale by this Court; and as soon as may be convenient after any such sale or sales, the said Trustee shall return to this Court a full and particular account of his proceedings relative to such sale; with an affidavit annexed of the truth thereof, and of the fairness of said sale; and on obtaining the Court's ratification of the sale, and on the payment of the whole purchase money (and not before), the said Trustee shall by a good and sufficient deed to be executed, and recorded, according to law, convey to the purchaser(s) his, her or their personal.....representatives.....and assigns, the property and estate to him, her or them sold, free clear and discharged from all claims of the parties hereto, Petitioner and Mortgagor, and those claiming by, from or under them, or either of them. And the said Trustee shall bring into this Court the money arising from said sale, to be distributed under the direction of this Court, after deducting the costs of this suit, and such commissions to the said Trustee as this Court shall think proper to allow in consideration of the skill, attention and fidelity wherewith he shall appear to have discharged his trust; provided, that before the sale hereinbefore decreed shall be made, a statement of the mortgage claim, duly verified by affidavit, as required by law, be filed in said cause.

George Sachse
Judge

FILED

1963 OCT -4 PM 3:27

BOOK 151 PAGE 9
IN THE CIRCUIT COURT OF ANNE ARUNDEL COUNTY IN EQUITY
STATE OF MARYLAND

BOOK 12 PAGE 211
BOND NO. 16-871-63

Equity No. 15,598

Aurora Federal Savings and Loan Association

versus

Robert G. Taylor and Ann M. Taylor, his wife

BOND OF TRUSTEE TO SELL
Real Estate

KNOW ALL MEN BY THESE PRESENTS: That we, William F. Podlich,
Aurora Federal Building, Baltimore 1, Maryland

and UNITED STATES FIDELITY AND GUARANTY COMPANY, a corporation of the State of Maryland, as Surety, are held and firmly bound unto the State of Maryland, in the full and just sum of Eleven Thousand Five Hundred and 00/100 - - - - - Dollars (\$ 11,500.00) to be paid to the said State or its certain Attorney, to which payment, well and truly to be made, we bind ourselves and each of us, our and each of our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

SEALED WITH OUR SEALS and dated this 1st day of November
in the year of our Lord one thousand, nine hundred and sixty-three.

WHEREAS THE ABOVE BOUNDEN William F. Podlich

by virtue of a decree of the Honorable the Judge of the Circuit Court of
Anne Arundel County in Equity has been appointed trustee to sell
Real Estate mentioned in the proceedings in the case of

Aurora Federal Savings and Loan Association

versus

Robert G. Taylor and Ann M. Taylor, his wife

now pending in said Court.

NOW THE CONDITION OF THE ABOVE OBLIGATION IS SUCH THAT, if the above bounden

William F. Podlich

do and shall well and faithfully perform the trust reposed in him by said decree, or that may be reposed in him by any future decree or order in the premises, then the above obligation to be void; otherwise to be and remain in full force and virtue in law.

Elise Curtis

William F. Podlich (SEAL)
William F. Podlich

(SEAL)

(SEAL)

UNITED STATES FIDELITY AND GUARANTY COMPANY

Carol A. Schleupner
Witness as to Surety

By *Robert J. Noeth*
Robert J. Noeth
Attorney in fact.

Bond approved this 31st day of October, 1963

Thomas W. Phipps, Clerk

FILED
1963 OCT 30 AM 9:48

AURORA FEDERAL SAVINGS AND
LOAN ASSOCIATION, a body corporate,

IN THE CIRCUIT COURT
FOR ANNE ARUNDEL COUNTY

vs.

DOCKET FOLIO

ROBERT G. TAYLOR and
ANN M. TAYLOR, his wife

CASE NO. 15,898

::::::

CERTIFICATE OF AUCTIONEER

IT IS HEREBY CERTIFIED that on the 4th day of November, 1963, the undersigned Auctioneer did sell the leasehold property described in the attached Advertisement of Sale (and known 1232 Cathedral Drive - Lehigh) in the Third Election District of Anne Arundel County, and being the property described in the Advertisement of the Public Sale of said property published in THE MARYLAND GAZETTE unto

Aurora Federal Savings and Loan Association
at and for the sum of Twelve Thousand One Hundred (\$12,100.00)
Dollars, said purchaser being, at that figure, the highest bidder therefor.

IT IS FURTHER CERTIFIED that, at the time of sale, a copy of the aforementioned Advertisement was delivered to said purchaser and that the said sale was fairly made.

E. T. NEWELL & CO. INC.

By: [Signature]
President - Auctioneer

CERTIFICATE OF PURCHASER

IT IS HEREBY CERTIFIED that the undersigned did, on the 4th day of November, 1963, purchase the leasehold property described in the foregoing Certificate of Auctioneer, from WILLIAM F. PODLICH, TRUSTEE, at and for the sum of Twelve Thousand One Hundred (\$12,100.00) Dollars of which the sum of Five Hundred and 00/100 (\$500.00) Dollars was paid on account to said Trustee; and the undersigned hereby agrees to comply with the terms of sale, as set forth in said Advertisement of Sale, a copy of which was delivered to the undersigned by the Auctioneer who conducted the said sale.

AURORA FEDERAL SAVINGS AND LOAN ASSN.

BY: [Signature]
Assistant Secretary

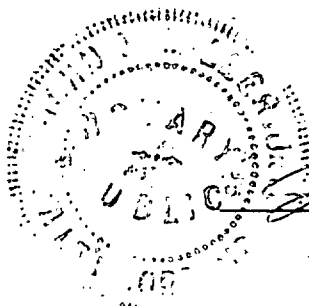
FILED

1963 NOV -7 AM 10:06

BOOK 151 PAGE 11

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY that on this 4th day of
Nov., 1963, before me, the subscriber, a
Notary Public of the State of Maryland, in and for the
City of Baltimore aforesaid, personally appeared
Samuel Kell, purchaser at the
foreclosure sale in this cause, and made oath in due
form of law (~~that he is the purchaser and purchased~~
~~the same as principal and not as agent for anyone~~)
(that he is the agent for the purchaser, Amos Ted
Lee and Leon Asen), and that he has not
directly or indirectly discouraged anyone from bid-
ding for the said property mentioned in the said
Report of Sale.



Samuel Kell (SEAL)
Purchaser
Agent for - 9

Samuel Kell
Notary Public

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1963 NOV -7 PM 9:17

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1963 NOV -7 AM 10:06

AURORA FEDERAL SAVINGS AND
LOAN ASSOCIATION, a body corporate,

vs.

ROBERT G. TAYLOR and
ANN M. TAYLOR, his wife

: IN THE
:
: CIRCUIT COURT
:
: FOR ANNE ARUNDEL COUNTY
:
: EQUITY NO. 15,898

REPORT OF SALE

TO THE HONORABLE, THE JUDGE OF SAID COURT:

The Report of Sale of WILLIAM F. PODLICH, Trustee appointed by the Decree in the above entitled cause, to make sale of the leasehold premises No. 1232 Cathedral Drive, (Plat of Section Four of Lehigh, in the 3rd Election District of Anne Arundel County), in the proceedings in said cause mentioned, respectfully shows, that after giving bond with security for the faithful discharge of his trust as prescribed by said Decree, which was duly approved, and having given notice of the time, place, manner and terms of sale, by advertisements inserted in THE MARYLAND GAZETTE, a weekly newspaper published in said County for more than three successive weeks preceding the day of sale, said Trustee, WILLIAM F. PODLICH, did, pursuant to said notice, on Monday, the 4th day of November, 1963, at 3:00 o'clock, P.M., attend on the premises and then and there sold at Public Auction the property above referred to unto AURORA FEDERAL SAVINGS AND LOAN ASSOCIATION for the sum of Twelve Thousand One Hundred and 00/100 (\$12,100.00) Dollars, it being at that figure the highest bidder therefor, to be paid IN CASH upon ratification of said sale; the said property so sold being more particularly described in a copy of the Advertisement of Sale, which has been filed herein as a part of the Certificate of Publication thereof, executed by THE CAPITAL-GAZETTE PRESS, INC., and which is prayed to be taken as a part of this Report.

And the said Trustee further reports that he has received from the purchaser the deposit of Five Hundred and 00/100 (\$500.00) Dollars required by the terms of said sale, and has also obtained the written agreement of the purchaser to comply with the other of said terms, same being as set out in said advertisement annexed hereto.

Said Trustee reports further that said property so sold was not owned by any individual whose Military Status could or might

1963 NOV-7 AM 9:17

FILED

affect the right of said Trustee to make said sale.

Said Trustee files hereith the purchaser's affidavit pursuant to the Maryland Rules and a Certificate of the Auctioneer who conducted said sale, and a Certificate of the purchaser of the aforementioned property, which Certificates are prayed to be taken as a part of this Report of Sale.

AND, as in duty bound, etc.

William F. Podlich
William F. Podlich, Trustee

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

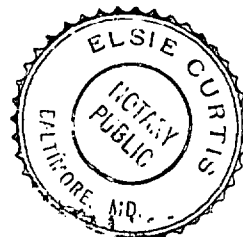
I HEREBY CERTIFY that on this 5th day of November, 1963, before me, the subscriber, a Notary Public of the State of Maryland, in and for the City of Baltimore aforesaid, personally appeared WILLIAM F. PODLICH, Trustee, and made oath in due form of law that the facts stated in the foregoing Report of Sale are true, as therein set forth, and that the sale thereby reported was fairly made.

WITNESS my hand and Notarial Seal.

Elsie Curtis

Notary Public

ELSIE CURTIS



ORDER NISI

AURORA FEDERAL SAVINGS AND LOAN
ASSOCIATION

versus

ROBERT G. TAYLOR and
ANN G. TAYLOR, his wife

BOOK 151 PAGE 14

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 15,898

Equity

Ordered, this 7th day of November, 19 63 That the sale of the property in these proceedings mentioned made and reported by William F. Podlich, Trustee

BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 16th day of December next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 16th day of December next.

The report states that the amount of sale was \$ 12,100.00.

Louis N. Phipps

Clerk.

True Copy,

Wm. F. Podlich, Atty.

TEST:

For the Maryland Gazette (Nov. 14th Edition)

Clerk.

(Final Order)

AURORA FEDERAL SAVINGS AND
LOAN ASSOCIATION, a body corporate

versus

ROBERT G. TAYLOR and
ANN M. TAYLOR, his wife

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

Term, 19

ORDERED BY THE COURT, This

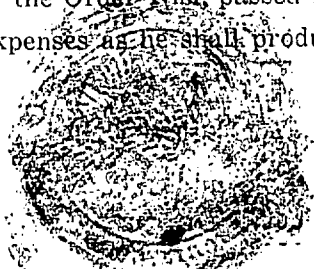
17th

day of

December

, 19 63

that the sale made and reported by the Trustee aforesaid, be and the same is hereby finally Ratified and Confirmed no cause to the contrary having been shown, although due notice appears to have been given as required by the Order Nisi, passed in said cause; and the Trustee allowed the usual commissions and such proper expenses as he shall produce vouchers for the Auditor.



FILED

DEC 17 PM 3:07

V. Boni Dunlap

JUDGE.

WILLIAM F. PODLICH
Solicitor
301 Aurora Federal Building
Baltimore, Maryland 21201

**Trustee's
Sale
Of Valuable Leasehold
Property**

SITUATED IN LEHIGH, THIRD
DISTRICT OF ANNE ARUNDEL
COUNTY
KNOWN AS
1232 CATHEDRAL DRIVE

By Decree of the Circuit Court
of Anne Arundel County, passed
in a cause entitled "Aurora Fed-
eral Savings and Loan Association
vs. Robert G. Taylor and Ann
M. Taylor, his wife," the under-
signed will sell, at public auction,
upon the premises on

**Mon., Nov. 4, 1963
at 3:00 O'clock P.M.**

all that leasehold lot or parcel
of land situated in the Third Dis-
trict of Anne Arundel County, and
described as follows:

BEGINNING FOR THE SAME
at a point on the southwest side
of Cathedral Drive, said point
being the northwest corner of Lot
No. 221, as shown on the "PLAT
OF SECTION 4-LEHIGH," re-
corded among the Land Records
on Anne Arundel County in Plat
Book No. 28, folio 39, and run-
ning thence, referring the courses
of this description to the meridi-
an of the aforesaid Plat, the fol-
lowing courses and distances: (1)
south 40 degrees 25 minutes 40
seconds east 75.00 feet; (2) south
49 degrees 34 minutes 20 seconds
west 143.28 feet; (3) north 41 de-
grees 44 minutes 23 seconds west,
75.02 feet; (4) north 49 degrees
34 minutes 20 seconds east 145.00
feet to the place of beginning.
Area — 10.811 square feet, more
or less. The improvement thereon
being known as No. 1232 Cathed-
ral Drive.

Improved by a one story brick
dwelling, containing seven rooms
and one and one-half baths, to-
gether with an adjacent car port,
and subject to an annual ground
rent of \$108.00.

The above described property
will be sold subject to such re-
strictions, conditions, easements,
and reservations as appear of
record on the Plat referred to
herein and in the Land Records
of Anne Arundel County.

Terms of sale: A CASH DE-
POSIT of \$500.00 will be required
of the purchaser at the time and
place of sale; balance of pur-
chase price to be paid in cash
upon ratification of sale by the
Circuit Court for Anne Arundel
County, in Equity; balance to
bear interest at six per cent. from
date of sale. Cost of Federal and
State Documentary stamps, and
transfer taxes, if any, to be
borne by the Buyer. All taxes,
ground rent and other expenses,
including annually accruing San-
itary District charges for water
and sewer service, if any, and all
annual benefit charges of assess-
ments imposed for public im-
provements of any kind or char-
acter, shall be adjusted to the
date of sale.

WILLIAM F. PODLICH, Trustee
E. T. NEWELL & CO., INC.
Auctioneer

OFFICE OF 15,898

Maryland Gazette

Published by
THE CAPITAL-GAZETTE PRESS, INC.
HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

BOOK 151
PAGE 15

CERTIFICATE OF PUBLICATION

Annapolis, Md., November 11, 1963

We hereby certify, that the annexed

Trustee's Sale

Robert G. Taylor

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel
County, Maryland, once a week for 4

successive weeks before the 4th

day of November, 1963. The first

insertion being made the 10th day of

October, 1963.

FILED THE CAPITAL-GAZETTE PRESS, INC.

1963 NOV 12 AM 9:43

By H. Tilghman

Order Nisi

IN THE
CIRCUIT COURT
FOR
ANNE ARUNDEL COUNTY
EQUITY No. 15.898
AURORA FEDERAL SAVINGS,
AND LOAN ASSOCIATION

versus

ROBERT G. TAYLOR and
ANN G. TAYLOR, his wife

Ordered, this 7th day of November, 1963, That the sale of the property in these proceedings mentioned made and reported by William F. Podlich, trustee BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 16th day of December next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 16th day of December next.

The report states that the amount of sale was \$12,100.00.

LOUIS N. PHIPPS
Clerk

True Copy, TEST:
LOUIS N. PHIPPS
Clerk

DJS

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

BOOK 151 PAGE 16

CERTIFICATE OF PUBLICATIONAnnapolis, Md., December 6, 1963

We hereby certify, that the annexed

Order nisi sale
Eq. 15, 898
Robert G. Taylor

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel
County, Maryland, once a week for 4

successive weeks before the 16thday of December, 1963. The firstinsertion being made the 14th day ofNovember, 1963.

FILED THE CAPITAL-GAZETTE PRESS, INC.

1963 DEC -9 AM 10:46
No. M.G. 2344

By H. Tilghman

16

In the Case of

Aurora Federal Savings And Loan Association,

a body corporate

VS.

Robert G. Taylor and Ann M. Taylor, his wife

In the

Circuit Court

For

Anne Arundel County

No. 15,898

Equity

To the Honorable, the Judges of said Court:

The Auditor reports to the Court that he has examined the proceedings in the above entitled cause, and from them he has stated the within account, and that he has this day given notice of the filing of this account to all parties and persons who have filed a claim to the proceeds of sale herein, in accordance with General Equity Rule #595.

All of which is respectfully submitted.

December 31, 1963

John H. Hopkins, IV

Auditor.

FINAL ORDER

ORDERED BY THE COURT, this 16th day of January, 1964, that the foregoing Report and Account of the Auditor be and the same is hereby finally ratified and confirmed, no cause to the contrary having been shown, and that the Trustee apply the proceeds accordingly with a due proportion of interest as the same has been or may be received.

Clerk
Per:

deputy

FILED

1964 JAN 16 AM 9:11

Dr. Aurora Federal Savings And Loan Association, a body corporate
vs.

BOOK 151 PAGE 18

Robert G. Taylor and Ann M. Taylor, his wife

In Acct. with William F. Podlich, Trustee

				Cr.	
1963					
Nov.	4	Proceeds of sale	12,100	00	
		Interest on deferred payment of 11,600.00 from 11/4/63 to 12/20/63	88	94	12,188.94
		Refund 1963 County & State taxes, (213.94) 11/4/63 to 12/31/63	33	28	
		Refund 1963 Water & Sewer assessment(52.50)			
		Adjusted 11/4/63 to 12/31/63	8	17	41 45
					12,230 39
		To Trustee for fee, viz:	75	00	
		To Trustee for commissions, viz:	395	67	470 67
		To Trustee for Court costs, viz:			
		Plaintiffs Solicitors Appearance fee	10	00	
		Clerk of Courts - Court costs	28	00	
		Auditor - Stating this account	22	50	60 50
		To Trustee for expenses, viz:			
		Maryland Gazette - Advertising sale	92	76	
		Maryland Gazette - Order nisi, sale	15	00	
		E.T. Newell & Co., Inc. - Auctioneers fee	35	00	
		U.S.Fidelity & Guaranty Co. - Bond premium	23	00	
		Ground rent - adjusted 4/17/63 to 11/4/63	72	90	
		Metered water rent to 11/4/63	14	40	
		Elsie Curtis - Notary fees	1	50	254 56
		Mortgage claim as filed in full	11,414	51	
		This balance on account of interest due	30	15	11,444 66
					12,230. 39

19

PETITION FOR FORECLOSURE

ALLIED CONCORD FINANCIAL

CORPORATION (DELAWARE)

VS.

MARY H. DONNAN, widow

BOOK 151 PAGE 20

IN THE

CIRCUIT COURT

OF

BALTIMORE CITY
ANNE ARUNDEL COUNTY,
IN EQUITY

700.15809

To The Honorable, the Judge of said Court:

The petition of the plaintiff respectfully represent s

That on the 13th day of December A. D. 1962 the defendant executed and delivered to Guaranty Builders Corporation (which mortgage was short assigned or to Dec. 13, 1962 to Allied Concord Financial Corporation (Delaware)

to Anne Arundel County
a mortgage upon certain fee simple property in the City of Baltimore therein described, to secure the payment of the mortgage debt of \$ 13,438.80 and interest as therein mentioned, wherein said mortgagor assented to the passage of a decree for the sale of said mortgaged property, to take place at any time after any default in any covenant or condition of said mortgage; all which will appear from said mortgage, marked "Petitioner's Exhibit No. 1," and filed herewith as part of this petition.

That there has been a default in said mortgage.

And your petitioner prays that a decree may be passed for the sale of said property in accordance with the terms of said mortgage.

And as in duty, &c.

FILED

1963 AUG 20 AM 11:19

Present value of property: \$13,000.00

Coady & Farley

By John A. Farley, Jr., Attorney for Plaintiff
10 South Street
Baltimore 2, Maryland
PLaza 2-4226

ALLIED CONCORD FINANCIAL
CORPORATION (DELAWARE)

vs.

MARY H. DONNAN, widow

BOOK

151: PAGE 21

IN THE CIRCUIT COURT
OF

ANNE ARUNDEL COUNTY, IN EQUITY

BOOK 1620 PAGE 226

Petitioner's Exhibit No. 1

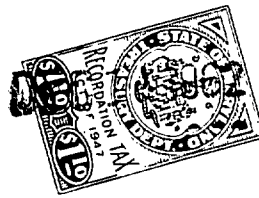
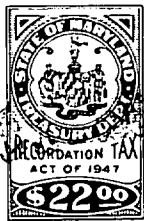
No. 15,809 Equity

This Mortgage. Made this 13th day of December in the year one thousand nine hundred and sixty-two between Mary H. Donnan

of Anne Arundel County, State of Maryland, hereinafter sometimes called the Mortgagor;
and Guaranty Builders Corporation, a body corporate of the State of Maryland
hereinafter sometimes called the Mortgagee.

WHEREAS, the said Mortgagor stands bona fide indebted unto the said Mortgagee in the full and just sum of Eight and 80/100 Thirteen Thousand Four Hundred Thirty (\$13,438.80) Dollars for money this day loaned by the said Mortgagee unto the said Mortgagor, the said Mortgagor herewith covenants and agrees to repay unto the said Mortgagee, its successors and assigns, together with interest thereon at the rate of ~~xxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxx~~ per annum until fully paid in the following manner and time:

Payable in 120 consecutive monthly installments of One Hundred Twelve and 00/100 (\$112.00) each beginning on the 1st day of February, 1963



All sums aforesaid to be payable in lawful money of the United States of America which shall be legal tender in payment of all debts and dues, public and private, at the office of the Mortgagee in Baltimore City, or at such other place, either within or without the said State, as the holder hereof may, from time to time, in writing, designate.

AND WHEREAS, at the time of making said loan, and as a condition precedent thereto, it was agreed by and between the parties hereto that the repayment of the same ~~and of the interest to become due thereon~~, and of all taxes, assessments, public dues, and charges levied or to be levied by law on the property hereby mortgaged, and on the mortgage debt or debts created or secured by this Mortgage, and the payment of premiums for fire or other hazard insurance herein provided, shall be secured by the execution hereof.

Now, THEREFORE, THIS MORTGAGE WITNESSETH: That in consideration of the premises and the sum of One (\$1.00) Dollar, the receipt whereof is hereby acknowledged, the said Mortgagor does hereby grant, convey, transfer and assign unto the said Mortgagee, its successors and assigns, all the lot S of ground being, lying and situate in the County of Anne Arundel in the State of Maryland, and described as follows, viz:

BEING known and designated as Lots No. 13, 14, 61 and 62, Section P, as shwon on the Plat entitled "Arundel Gardens" and recorded among the Land Records of Anne Arundel County in Plat Cabinet 2, Rod D-9, Plat 348. (formerly in Plat Book GW 1 Folio 348.

BEING the same lot of ground which by deed dated April 4, 1949 and recorded among the Land Records of Anne Arundel County in Liber JHH 517, Folio 49, was granted and conveyed by J. Louis Frindt and Augusta M. Frindt, His Wife and Henry J. Strohecker and Rosalie B. Strohecker, His Wife unto the Mortgagor herein.

FILED

1963 AUG 20 AM 11:19

It is the intention and it is hereby agreed that any right, title, interest or estate, in the above described property acquired by the Mortgagor after date hereof shall be as fully embraced within the provisions hereof, and subject to the lien hereby created as if said right, title, interest or estate, was now owned by the Mortgagor and was so specifically described herein and conveyed hereby.

TOGETHER with the buildings and improvements thereon, and the rights, roads, alleys, ways, waters, privileges, appurtenances and advantages thereto belonging or in anywise appertaining.

ALSO TOGETHER with and including as part of the buildings and improvements erected on the aforesaid lot or parcel of ground all bathroom fixtures, equipment and accessories, breakfast nook furniture, which is attached to or affixed to the dwelling house, all kitchen cabinets, hot water heaters, gas and electric ranges, laundry equipment and tubs, built in medicine cabinets, lighting fixtures, heating plant, piping, tubing, radiators, oil burner units piping, tubing, and motors used in connection therewith, screens, screen doors and window shades all of which accessories and equipment are herewith declared to be by the said Mortgagor fixtures and permanent additions to the realty and intended to be included as part of the security for this mortgage.

To HAVE AND TO HOLD the said lot or parcel of ground with the improvements and appurtenances aforesaid unto the said Mortgagee, its successors and assigns

forever in fee simple.

Provided that if the said principal sum of money loaned as aforesaid, ~~and the interest thereon~~, shall be paid when due, and if all of the covenants herein mentioned shall be performed, then this Mortgage shall be void.

But upon any default being made in the payment of the said principal ~~or interest~~, in whole or in part, when due, or upon any default being made in any covenant or condition of this Mortgage, then the whole mortgage debt hereby secured shall thereupon be deemed due and payable forthwith at the election of the Mortgagee.

And the said Mortgagor, in accordance with the provisions of Article LXVI of the Code of Public General Laws of the State of Maryland, or of any other General or Local Laws of the State of Maryland relating to mortgages, including any amendments, supplements, or additions thereto, does hereby (1) declare his assent to the passing of a decree for the sale of the herein described property at any time after the recording of this mortgage, (said sale to take place after a default has occurred in any of the conditions of this mortgage, as herein provided); and the said Mortgagor does hereby (2) also authorize the said Mortgagee, its successors or assigns, or J. Lawrence Greene, Jr., duly authorized Attorney, after any

such default shall have occurred as aforesaid, to sell the hereby mortgaged property. And such sale may be of the property as a whole and it shall not be the duty of the party selling to sell the same in parts or in lots *but such party may do so and the sale shall be made after giving twenty days notice of the time, place, manner and terms of sale in some newspaper printed in the county in which the land is situated; and the party selling may also give such other notice as he may deem expedient; and the terms of the sale may be all cash upon ratification of the sale or such other terms as the party selling may deem expedient.* And it is agreed that upon any sale of said property under this Mortgage, whether under the above assent to a decree or under the above power of sale or otherwise, the proceeds of sale shall be applied as follows, to wit: First, to the payment of all expenses incident to said sale, including a counsel fee of \$134.38 for conducting the proceedings if without contest, but if legal services be rendered to the Mortgagee or its successors or assigns or to the Trustee or party selling under the power of sale in connection with any contested matter in the proceedings, then such additional counsel fees and expenses shall be allowed out of the proceeds of sale as the Court may deem proper; and also a commission to the party making said sale equal to the commission allowed Trustees for making sales of property under decree of a court of equity in Maryland; second, to the payment of all claims of the Mortgagee, its successors or assigns hereunder, whether the same shall have then matured or not; and third, the balance, if any, to the said Mortgagor, or its successors and assigns, and half of such commissions and all such expenses and costs shall be paid by the Mortgagor, or its assigns, in the event that the mortgage debt shall be paid after any advertisement of said property, but before sale thereof.

And it is covenanted that until default be made in any covenant or condition of this Mortgage (but not thereafter), the said Mortgagor shall have possession of the property, upon paying in the meantime all taxes and assessments, public dues and charges levied or assessed or to be levied or assessed on the mortgaged property and on the mortgage debt and interest secured by this Mortgage, which mortgage debt ~~and interest~~, taxes, assessments, public dues, and charges the said Mortgagor covenants to pay when legally due, and upon payment thereof, *unless paid by the Mortgagee out of funds deposited with it by the Mortgagor*, to exhibit to the Mortgagee, its successors and assigns, the receipted bills therefor at the principal office of the Mortgagee, its successors and assigns. And upon any default in any of the covenants of this Mortgage, the Mortgagee, its successors and assigns, shall be entitled to the rents and profits of said property which in that event are hereby assigned to the Mortgagee, its successors and assigns, as additional security, and the Mortgagee, its successors and assigns, shall also be entitled in that event, if it so elects, to the immediate appointment of a Receiver for said property, without notice to the Mortgagor and without regard to the adequacy or inadequacy of the property as security for the mortgage debt. The Mortgagee, its successors and assigns, or Receiver appointed pursuant to the provisions of this paragraph shall exercise all of the rights of the said Mortgagor with regard to any and all leases between the said Mortgagor and any tenants or lessees occupying any part or all of the mortgaged property and the Mortgagee, its successors and assigns, or Receiver, shall have the right from time to time in its discretion to vary the terms of any written or oral lease, or tenancy, or to sue for the recovery of any sum or sums due, past due or to become due thereunder and any and all acts done by the Mortgagee, its successors or assigns, or Receiver, are hereby authorized, ratified and approved by the Mortgagor.

And the said Mortgagor covenants to keep the improvements on the hereby mortgaged property insured against loss by fire, windstorm and such other hazards that the Mortgagee may from time to time require in an insurance company or companies acceptable to, and in an amount from time to time designated by the said Mortgagee, its successors and assigns, but at no time less than the value of the improvements on said property, and to cause each and every policy of insurance on said property to be so framed or endorsed as in case of fire and/or windstorm or other loss to inure to the benefit of the said Mortgagee, its successors and assigns, to the extent of its or their lien or claim under this Mortgage, and to deliver said policy or policies to the Mortgagee, its successors and assigns, to be kept by the Mortgagee, its successors and assigns, and to deliver all renewals thereof to the said Mortgagee, its successors and assigns, at its said principal office, or at such other place, either within or without the said State, as the owner or holder hereof may, from time to time, in writing, designate, one week in advance of the expiration of the same, stamped "PAID". And in the event of any loss by fire, windstorm or other hazards, the insurance company or companies are hereby directed by the Mortgagor to make payment for such loss to the Mortgagee, its successors and assigns, only, and not to the Mortgagor and Mortgagee, its successors and assigns, jointly; such payment to the Mortgagee, its successors and assigns, shall be applied to the extinguishment of the principal, ~~interest~~, and expenses secured by this Mortgage, whether then due or not, but not to exceed the amount payable under this Mortgage; provided that the Mortgagee, its successors and assigns, in lieu thereof, may by its written assent consent to the application by the Mortgagor of the said insurance money to the reconstruction of the improvements on the mortgaged property.

And it is further mutually covenanted and agreed that in the event of the passage, after the date of this Mortgage, of any law of the State of Maryland, deducting from the value of land for the purpose of taxation any lien thereon, or changing in any way the laws now in force for the taxation of mortgages or debts secured by mortgage for State or local purposes, or the manner of the collection of any such taxes, so as to affect this Mortgage, the whole of the principal sums secured by this Mortgage, ~~together with interest due thereon~~, shall at the option of the Mortgagee, its successors and assigns, without notice to any party, become immediately due and payable.

And it is further mutually covenanted and agreed by said parties that in default of the payment by said Mortgagor of all or any taxes, charges, and assessments which may be imposed by law upon the said mortgaged premises or any part thereof; or that in default of the payment of any fire, windstorm or other hazard insurance premium for policies written under the terms of this Mortgage; then and in either or both of such events it shall be lawful for the said Mortgagee, its successors and assigns, to pay the amount of any such tax, charge, assessment, or insurance premium, with any expenses attending the same; and any amounts so paid the said Mortgagor shall repay to the said Mortgagee, its successors and assigns, on demand, ~~with interest~~ thereon, and the same shall be a lien on the said premises and be secured by these presents; and the whole amount hereby secured, if not then due, shall thereupon, if the said Mortgagee, its successors and assigns, so elects, become due and payable forthwith.

And the said Mortgagor covenants to warrant specially the said property, and to execute such further assurances thereof as may be requisite.

Whenever the singular or plural number, or masculine, feminine, or neuter gender is used herein, it shall equally include the other, and every mention herein of the Mortgagor or Mortgagee shall include the heirs, executors, administrators, successors and assigns of the party so designated.

IN WITNESS WHEREOF the said Mortgagor has set her hand and seal

the day and year first herein written.

WITNESS:

SH DORFMAN
SH DORFMAN

Mary H. Donnan (SEAL)
Mary H. Donnan

Michael J. Yerman (SEAL)
5/6/63
MICHAEL J. YERMAN
BALTIMORE, MD
PUBLIC NOTARY

I HEREBY CERTIFY, that on this 13th day of December, in the year one thousand nine hundred and sixty-two before me, the subscriber, a Notary Public of the State of Maryland, in and for the City of Baltimore aforesaid, personally appeared Mary H. Donnan

the Mortgagors named in the foregoing Mortgage, and acknowledged the same to be her act.

And at the same time also appeared

Guaranty Builders Corporation

, Agent of

the within named Mort-

gagee, and acting for and on behalf of the said Mortgagee made oath in due form of law that the consideration therein set forth is true and bona fide and that he is agent of said body corporate, duly qualified to make this oath.

WITNESS my hand and Notarial Seal the day and year last above written.

1000
Recorded Dec. 14, 1962 at 9:53 AM

Notary Public.

FOR VALUE RECEIVED AND WITHOUT RECOURSE, Guaranty Builders Corporation hereby assigns the with and foregoing mortgage and the debt secured thereby unto Allied Concord Financial Corporation (Delaware), its successors and assigns.

WITNESS the corporate seal of Guaranty Builders Corporation, assignor and the signature of its President hereto this 13th day of December, 1962.

WITNESS

SH DORFMAN

GUARANTY BUILDERS CORPORATION

BY: L. Carol Myers

L CAROL MYERS

15-00144-8-1

MORTGAGE

FROM

Mary H. Donnan

To

Guaranty Builders Corporation

Block No.

Received for Record

at o'clock M. Same day recorded

in Liber No. Folio

one of the Land Records of

and examined per

Clerk.

Cost of Record, \$

WILLIAM E. DIXON

Attorney-at-Law

210 N. Calvert Street

Baltimore 2, Md.

← Allied General Financial Corp
Phonographium Concord
Ind
COT + Mr. Muecke

Rec'd for record Dec. 14, 1962 at 9:53 AM
Mailed to Allied Concord Financial Corp.

Military Affidavit under Soldiers' and Sailors' Civil Relief Act
of 1940 and Amendment thereto of October 6, 1942.

BOOK 151 PAGE 25
IN THE

ALLIED CONCORD FINANCIAL

CORPORATION (DELAWARE)

vs.

MARY H. DONNAN, widow

CIRCUIT COURT

OF

~~BALTIMORE CITY~~

ANNE ARUNDEL COUNTY, IN EQUITY

Docket Folio

No. 15,809 Equity

Military Affidavit

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY that, before me, the subscriber, a Notary Public of said State, in and for said City, personally appeared Stanley C. Mucha, Manager of Baltimore Office, Allied Concord Financial Corporation (Delaware) and made oath in due form of law that he (she) knows the defendant herein, and that to the best of his (her) information, knowledge and belief

- (1) said defendant is not in the military service of the United States,
- (2) said defendant is not in the military service of any nation allied with the United States,
- (3) said defendant has not been ordered to report for induction under the Selective Training and Service Act of 1940 as amended,
- (4) said defendant is not a member of the Enlisted Reserve Corps who has been ordered to report for military service.

Stanley C. Mucha
Affiant.

Stanley C. Mucha, Manager of
Baltimore Office

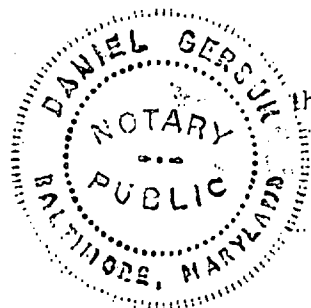
Subscribed and sworn to before me

this 16 day of August 1963

Daniel Gersuk
Notary Public

My commission expires May 3, 1965

FILED
1963 AUG 20 AM 11:19



STATEMENT OF MORTGAGE CLAIM

ALLIED CONCORD FINANCIAL

CORPORATION (DELAWARE)

vs.

MARY H. DONNAN, widow

BOOK 151 PAGE 26
IN THE

CIRCUIT COURT

— OF —

~~BALTIMORE CITY~~
ANNE ARUNDEL COUNTY, IN EQUITY

STATEMENT OF MORTGAGE DEBT

Statement of the Mortgage Claim of Allied Concord Financial Corporation (Delaware) under the mortgage from Mary H. Donnan to Guaranty Builders Corporation, dated December 13, 1962 and recorded among the Land Records of Anne Arundel County in Liber L.N.P. No. 1620, folio 226, which mortgage was, by short assignment dated December 13, 1962 and recorded L.N.P. No. 1620, folio 229, assigned to Allied Concord Financial Corporation (Delaware); the property being in fee simple and known as Lots Nos. 13, 14, 61 and 62, Section P, plat entitled "Arundel Gardens".

Principal balance, including interest thereon,
due as of August 1, 1963. \$13,102.80

1963 taxes open in the amount of \$66.22. 1963 Anne Arundel County Sanitary Charges in the amount of \$66.75 open.
FIRE INSURANCE: Commerce and Industry Insurance Company (New York) Master Policy No. 11F7885; Certificate No. 00116. Single payment premium \$171.00, expires January 1, 1973, paid. Amount of coverage, \$7500.00.

ALLIED CONCORD FINANCIAL CORPORATION -
(DELAWARE)

By: Stanley C. Mucha
Stanley C. Mucha,
Manager of Baltimore Office

STATE OF MARYLAND, CITY OF BALTIMORE, Sect.

I HEREBY CERTIFY, That on this 16 day of August in the year nineteen hundred and sixty-three, before me, a Notary Public of the State of Maryland, in and for said City of Baltimore, personally appeared Stanley C. Mucha, Manager of Baltimore Office of Allied Concord Financial Corporation (Delaware)

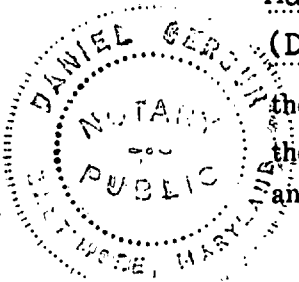
the plaintiff in the above entitled cause, and made oath that the foregoing is a true statement of the amount of the mortgage claim under the mortgage filed in the said cause now remaining due and unpaid.

As witness my hand and Notarial Seal,

Daniel Gersul
Notary Public,
My commission expires May 3, 1965

11/19/62

FILED
AUG 20 AM 11:19



DECREE FOR SALE OF MORTGAGE PREMISES

ALLIED CONCORD FINANCIAL

CORPORATION (DELAWARE)

vs.

MARY H. DONNAN, widow

BOOK ~~IN THE~~ 151 PAGE 27

CIRCUIT COURT

OF

~~OR~~

~~BALTIMORE CITY~~

ANNE ARUNDEL COUNTY, IN EQUITY

No. 15,809 Equity

TERM, 19

The Petition and Exhibit in the above cause having been submitted, the proceedings therein were by the Court read and considered:

It is, Thereupon, This 20th day of August, in the year nineteen hundred and sixty-three, by the Circuit Court of Anne Arundel County, in Equity, ADJUDGED, ORDERED and DECREED, that the Mortgaged property in the proceedings mentioned be sold, at or after any one of the periods limited in the mortgage filed for the forfeiture of said mortgage; that John A. Farley, Jr.

be and he is hereby appointed Trustee to make said sale, and that the course and manner of his proceedings shall be as follows: he shall file with the Clerk of this Court, a Bond to the State of Maryland, executed by himself and a corporate surety or sureties to be approved by this Court, or by the

Clerk thereof, in the penalty of Thirteen Thousand Dollars, conditioned for the faithful performance of the trust reposed in him by this decree, or to be reposed in him by any future Decree or Order in the premises: he shall then proceed to make the said sale, having given at least three weeks' notice by advertisement, inserted in such daily newspaper or newspapers published in the City of Baltimore, as he shall think proper, of the time, place, manner and terms of sale, which shall be cash, deposit of \$ 1,000 at time of sale, balance in cash upon final ratification or sale by the Court, the credit payment to bear interest from the day of sale; and as soon as may be convenient after any such sale or sales, the said Trustee shall return to this Court a full and particular account of his proceedings relative to the sale; with an affidavit annexed of the truth thereof, and of the fairness of said sale; and on obtaining the Court's ratification of the sale, and on payment of the whole purchase money (and not before), the said Trustee shall by a good and sufficient deed,

to be executed, acknowledged and recorded, according to law, convey to the purchaser or purchasers, his, her or their heirs and assigns the property and estate to him, her or them sold, free, clear and discharged from all claim of the parties hereto, Petitioner and Mortgagor and those claiming by, from or under them, or either of them. And the said Trustee shall bring into this Court the money arising from said sale, to be distributed under the direction of this Court, after deducting the cost of this suit, and such commission to the said Trustee as this Court shall think proper to allow in consideration of the skill, attention and fidelity wherewith he shall appear to have discharged his trust; provided, that before the sale herein before decreed shall be made, a statement of the mortgage claim, duly verified by affidavit, as required by law, be filed in said cause.

John A. Farley, Jr.
Indy

FILED

1963 AUG 20 PM 2:29

Present Value of Property: \$13,000.00

BY & FARLEY
Solicitors
10 South Street
Baltimore 2, Maryland

**Trustee's
Sale
Of Valuable Fee Simple
Residence**

313 CRESWELL AVENUE
and
DESIRABLE BUILDING LOT,
Arundel Gardens, Fifth Election
District, Anne Arundel County,
Maryland

By virtue of a decree of the
Circuit Court for Anne Arundel
County, in Equity (Case No.
15809), the undersigned, Trustee,
will sell at public auction, on the
premises, on

Wed., Oct. 16, 1963

at 3:30 O'clock P.M.

all those two fee simple proper-
ties situate in the Fifth Election
District of Anne Arundel County
and described as follows:

BEGINNING FOR THE FIRST
at a point on the south side of
Creswell Avenue 570.9 feet east
of Orchard Road and fronting eas-
terly 50 feet on said side of Cres-
well Avenue with an even rec-
tangular depth southerly of
100 feet. Being known and desig-
nated as Lots Nos. 61 and 62. Sec-
tion P, as shown on the Plat of
Arundel Gardens now recorded
among the Land Records of Anne
Arundel County in Plat Book 15,
folio 5. Improved by a modern
one-story Timber Lodge cottage
containing four rooms and bath;
hot air gas-fired heat. The im-
provements thereon being now
known as 313 Creswell Avenue.

9 No **BEGINNING FOR THE SEC-
OND** at a point on the north side
of Holy Cross Avenue 570 feet east
of Orchard Road and fronting
easterly 50 feet on said side of
Holy Cross Avenue with an un-
even depth northerly of approxi-
mately 106 feet. Being known and
designated as Lots Nos. 13 and
14 on the aforementioned Plat of
Arundel Gardens (being located
immediately in the rear of 313
Creswell Avenue). Unimproved.
Sanitary sewerage and water in
Holy Cross Avenue.

OFFICE OF
Maryland Gazette BOOK 151 PAGE 28

Published by
THE CAPITAL-GAZETTE PRESS, INC.
HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

CERTIFICATE OF PUBLICATION

Annapolis, Md., October 10, 1963

We hereby certify, that the annexed _____

Trustee's Sale
313 Creswell Ave
Case No. 15,809

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel
County, Maryland, once a week for 4 _____

successive weeks before the 16th _____
day of October _____, 1963. The first

insertion being made the 19th _____ day of

September _____, 1963.
FILED
THE CAPITAL-GAZETTE PRESS, INC.

By H. Tilghman
963 OCT 11 PM 2:47

Plats of said properties available at office of undersigned Trustee (10 South St., Baltimore, 2, Md.)

The above properties will be sold subject to conditions, restrictions and agreements of record affecting same, if any.

THE MANNER AND METHOD OF SALES WILL BE AS FOLLOWS:

1. On the hereinabove mentioned date, at 3:30 o'clock p.m., the fee simple property improved by premises now known as 313 Creswell Avenue, first above described, will be offered for sale and the bid reserved.

2. Immediately thereafter, the fee simple property, unimproved, secondly herein described, will be offered for sale and the bid reserved.

3. Immediately thereafter, both properties, that is, the first and secondly herein described, will be offered as an entirety and the bid reserved.

Then said properties will be sold in the manner which produces the greatest sum in accordance with said bids.

TERMS OF SALE: A cash deposit or deposits amounting to one-third of the purchase price or prices for each property will be required at the time of sale; balance or balances in cash upon final ratification of the sale or sales by the Circuit court for Anne Arundel County, in Equity; interest to be paid on unpaid balance of purchase price or prices from date of sale to date or dates of settlement. Taxes, water rent, Anne Arundel County Sanitary Charges and all other public charges, including special paving taxes, if any, to be adjusted to date of sale or sales. Costs of all documentary stamps and Transfer Taxes, if any, to be paid by purchaser or purchasers.

JOHN A. FARLEY, JR.
Trustee

SAM W. PATTISON & CO.
Auctioneer

BOOK 151 PAGE 29

IN THE CIRCUIT COURT

OF ANNE ARUNDEL COUNTY (In Equity)

STATE OF MARYLAND

Allied Concord Financial Corporation
(Delaware)

versus

Mary H. Donnan, Widow

BOND OF TRUSTEE TO SELL
Real Estate*No. 15,809 Equity*

KNOW ALL MEN BY THESE PRESENTS: That we, John A. Farley, Jr.,
10 South Street, Baltimore 2, Maryland

as Principal ,
and UNITED STATES FIDELITY AND GUARANTY COMPANY, a corporation of the State of
Maryland, as Surety, are held and firmly bound unto the State of Maryland, in the full and just sum of
Thirteen Thousand and 00/100 Dollars - - - - -
Dollars (\$ 13,000.00) to be paid to the said State or its certain Attorney, to which payment, well
and truly to be made, we bind ourselves and each of us, our and each of our heirs, executors, adminis-
trators, successors and assigns, jointly and severally, firmly by these presents.

SEALED WITH OUR SEALS and dated this 14th day of October
in the year of our Lord one thousand, nine hundred and sixty-three.

WHEREAS THE ABOVE BOUNDEN

John A. Farley, Jr.

by virtue of a decree of the Honorable the Judge of the Circuit Court of Anne Arundel
County has been appointed trustee to sell real estate
mentioned in the proceedings in the case of

Allied Concord Financial Corporation (Delaware)

versus

Mary H. Donnan, Widow

now pending in said Court.

NOW THE CONDITION OF THE ABOVE OBLIGATION IS SUCH THAT, if the above bounden

John A. Farley, Jr.

do and shall well and faithfully perform the trust reposed in him by said decree, or that may be reposed
in him by any future decree or order in the premises, then the above obligation to be void; other-
wise to be and remain in full force and virtue in law.

John A. Farley, Jr. (SEAL)
John A. Farley, Jr.

(SEAL)

(SEAL)

UNITED STATES FIDELITY AND GUARANTY COMPANY

By *Robert J. Noeth*
Robert J. Noeth, Attorney in fact

Nellie E. Stewart
Witness as to Surety

Bond approved this 15 day of October, 1963

Louis N. Phillips, Clerk

FILED

1963 OCT 15 AM 10:39

COADY & FARLEY
Solicitors
10 South Street
Baltimore 2, Maryland

Trustee's Sale

Of Valuable Fee Simple Residence

313 CRESWELL AVENUE
and
DESIRABLE BUILDING LOT,
Arundel Gardens, Fifth Election
District, Anne Arundel County,
Maryland

By virtue of a decree of the
Circuit Court for Anne Arundel
County, in Equity (Case No.
15809), the undersigned, Trustee,
will sell at public auction, on the
premises, on

Wed., Oct. 16, 1963

at 3:30 O'clock P.M.

All those two fee simple proper-
ties situate in the Fifth Election
District of Anne Arundel County
and described as follows:

BEGINNING FOR THE FIRST
at a point on the south side of
Creswell Avenue 570.9 feet east
of Orchard Road and fronting eas-
terly 50 feet on said side of Cres-
well Avenue with an even rec-
tangular depth southerly of
100 feet. Being known and desig-
nated as Lots Nos. 61 and 62, Sec-
tion P, as shown on the Plat of
Arundel Gardens now recorded
among the Land Records of Anne
Arundel County in Plat Book 15,
folio 5. Improved by a modern
one-story Timber Lodge cottage,
containing four rooms and bath;
hot air gas-fired heat. The im-
provements thereon being now
known as 313 Creswell Avenue.

BEGINNING FOR THE SEC-
OND at a point on the north side
of Holy Cross Avenue 570 feet east
of Orchard Road and fronting
easterly 50 feet on said side of
Holy Cross Avenue with an un-
even depth northerly of approxi-
mately 106 feet. Being known and
designated as Lots Nos. 13 and
14 on the aforementioned Plat of
Arundel Gardens (being located
immediately in the rear of 313
Creswell Avenue). Unimproved.
Sanitary sewerage and water in
Holy Cross Avenue.

Plats of said properties avail-
able at office of undersigned
Trustee (10 South St., Baltimore,
2, Md.)

The above properties will be
sold subject to conditions, restrict-
ions and agreements of record
affecting same, if any.

Contract of Purchase

BOOK 151 PAGE 31

SAM W. PATTISON & CO.
Auctioneers

407 N. Howard Street
685-1320

Baltimore 1, October 16, 1963

I have this day purchased at public auction sale from

John A. Farley, Jr., Trustee

the Fee-simple property known as 313 Creswell Avenue and
vacant lot in the rear thereof fronting on Holy Cross Avenue,
Arundel Gardens.

and more particularly described in the annexed advertisement which is made
part hereof, upon the terms and conditions as set out in said advertisement, for the
sum of \$4,500.00 Dollars,

of which Dollars

have been paid on account of the purchase price, receipt of which is hereby acknowl-
edged, the balance to be paid in cash upon final ratification of the
sale by the Circuit Court for Anne Arundel County, in Equity.

WITNESS:

Allied General Financial Corporation
(Delaware)
Buyer

Buyer

Seller

Seller

1963 OCT 18 AM 10:50

THE MANNER AND METHOD
OF SALES WILL BE AS FOL-
LOWS:

1. On the hereinabove mention-
ed date, at 2:30 o'clock p.m., the
fee simple property improved by
premises now known as 313 Cres-
well Avenue, first above de-
scribed, will be offered for sale
and the bid reserved.

2. Immediately thereafter, the
fee simple property, unimproved,
secondly herein described, will
be offered for sale and the bid
reserved.

3. Immediately thereafter, both
properties, that is, the first and
secondly herein described, will be
offered as an entirety and the
bid reserved.

Then said properties will be
sold in the manner which pro-
duces the greatest sum in accord-
ance with said bids.

TERMS OF SALE: A cash de-
posit or deposits amounting to
one-third of the purchase price
or prices for each property will
be required at the time of sale;
balance or balances in cash upon
final ratification of the sale or
sales by the Circuit Court for
Anne Arundel County, in Equity;
interest to be paid on unpaid bal-
ance of purchase price or prices
from date of sale to date or dates
of settlement. Taxes, water rent,
Anne Arundel County Sanitary
Charges and all other pub-
lic charges, including special pav-
ing taxes, if any, to be adjusted
to date of sale or sales. Costs of
all documentary stamps and
Transfer Taxes, if any, to be paid
by purchaser or purchasers.

JOHN A. FARLEY, JR.
Trustee

SAM W. PATTERSON & CO.
Auctioneer

0-10

BOOK 151 PAGE 32

ALLIED CONCORD FINANCIAL
CORPORATION (DELAWARE)

vs.

MARY H. DONNAN, widow

EQUITY NO. 15809
IN THE CIRCUIT COURT FOR
ANNE ARUNDEL COUNTY
IN EQUITY.
DOCKET FOLIO

.....

AUCTIONEER'S CERTIFICATE

I hereby certify that I have on this
16th day of October, 1961, sold the
property described in the attached advertise-
ment of sale at and for the sum of \$ 4,500⁰⁰/₂₄
to Allied Concord Financial
Corporation (Delaware)
being at that figure the highest bidder
therefor, and I further certify that the
said sale was fairly made.

Sam W. Pattison & Co. Auctioneer

PURCHASER'S AGREEMENT

we hereby certify that we have this 16th
day of October, 1961, purchased the
property described in the attached
advertisement of sale from John A. Farley, Jr.
Trustee
assignee of mortgage, at and for the sum
of \$ 4,500⁰⁰/₂₄ and hereby agree to
comply with the terms of sale as set forth
in the attached advertisement of sale.

Test: Allied Concord Financial Corp.
M. Farley, Manager
Purchaser

Sam W. Pattison & Co.

FILED

1961 OCT 18 AM 10:49

ALLIED CONCORD FINANCIAL
CORPORATION (DELAWARE)

vs.

MARY H. DONNAN, widow

IN THE
CIRCUIT COURT
FOR
ANNE ARUNDEL COUNTY, IN EQUITY

Case No. 15809

REPORT OF SALETO THE HONORABLE, THE JUDGE OF THE CIRCUIT COURT
FOR ANNE ARUNDEL COUNTY, IN EQUITY:

The Report of Sale of John A. Farley, Jr., Trustee appointed by the decree in the above-entitled cause to make sale of the fee simple properties in said cause mentioned, respectfully shows that after giving bond with security for the faithful discharge of his trust as prescribed by said decree, which was duly approved, and after having given notice of the time, place, manner and terms of sale by advertisements inserted in the Capital-Gazette Press, Inc., a weekly newspaper published in Anne Arundel County, for more than three successive weeks preceding the day of sale (a copy of said advertisement being affixed hereto as a part hereof), said Trustee, John A. Farley, Jr., did, pursuant to said notice, on Wednesday, the 16th day of October, 1963, at 3:30 o'clock p.m., attend on the premises and then and there sold the said fee simple properties unto Allied Concord Financial Corporation (Delaware) at and for the sum of Four Thousand Five Hundred (\$4,500.00) Dollars, said corporation being then and there the highest bidder therefor. The terms of the sale were cash. A deposit of One Thousand Five Hundred (\$1,500.00) Dollars has been paid by the purchaser to the trustee; the balance being payable upon ratification of said sale by this Honorable Court. The Trustee further reports that said properties were duly posted by the affixing of the usual auctioneer's sign thereon and was offered, in accordance with said advertisement, through Sam W. Pattison & Co., auctioneers, and that said sale was fairly made. Attached hereto is an

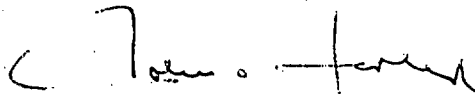
FILED

1963 OCT 18 AM 10:49

Auctioneer's Certificate and Purchaser's Agreement, which is self-explanatory. Also attached hereto, as part hereof, is a copy of the Contract of Purchase to which is affixed a copy of the advertisement.

Amount of Sale

\$4,500.00

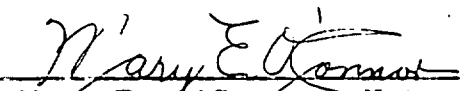


John A. Farley, Jr., Trustee

STATE OF MARYLAND, BALTIMORE CITY, to wit:

I hereby certify, that on this 17th day of October, nineteen hundred and sixty-three, before me, the subscriber, a Notary Public of the State of Maryland, in and for Baltimore City, personally appeared John A. Farley, Jr., Trustee, and he made oath in due form of law that the matters and facts set forth in the foregoing Account of Sale are true to the best of his knowledge and belief, and that said sale was fairly made.

As witness my hand and Notarial Seal.


Mary E. O'Connor, Notary Public
My commission expires May 3, 1965

ORDER NISI

ALLIED CONCORD FINANCIAL CORPORATION
(DELAWARE)

versus

MARY H. DONNAN, widow

BOOK 151 PAGE 36
IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 15,809 Equity

Ordered, this 18th day of October, 1963, That the sale of the property in these proceedings mentioned made and reported by John A. Farley, Jr., Trustee

BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 25th day of November next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 25th day of November next.

The report states that the amount of sale was \$ 4,500.00

Louis J. Phipps Clerk.

True Copy,

Coady & Farley, Attys.
(Final Order)

TEST: Maryland Gazette (for Oct. 24 edition) Clerk.

ALLIED CONCORD FINANCIAL CORPORATION
(DELAWARE)

versus

MARY H. DONNAN, widow

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

Term, 19

ORDERED BY THE COURT, This 27th day of November, 1963 that the sale made and reported by the Trustee aforesaid, be and the same is hereby finally Ratified and Confirmed no cause to the contrary having been shown, although due notice appears to have been given as required by the Order Nisi, passed in said cause; and the Trustee allowed the usual commissions and such proper expenses as he shall produce vouchers for the Auditor.

FILED

15
1963 NOV 27 PM 4:01

George Saelse
JUDGE.

Order Nisi

IN THE CIRCUIT COURT FOR
ANNE ARUNDEL COUNTY
No. 15,809 Equity

ALLIED CONCORD FINAN-
CIAL CORPORATION (DELA-
WARE)

VERSUS

MARY H. DONNAN, widow

Ordered, this 18th day of
October, 1963, That the sale of
the property in these proceed-
ings mentioned made and re-
ported by John A. Farley, Jr.,
Trustee BE RATIFIED AND
CONFIRMED, unless cause to
the contrary thereof be shown
on or before the 25th day of
November next; Provided, a
copy of this Order be inserted
in some newspaper published in
Anne Arundel County, once in
each of three successive weeks
before the 25th day of November
next.

The report states that the
amount of sale was \$4,500.00

LOUIS N. PHIPPS, Clerk
True Copy, TEST:

LOUIS N. PHIPPS, Clerk
N-14

OFFICE

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

BOOK 151
PAGE 37

CERTIFICATE OF PUBLICATION

Annapolis, Md., November 16, 1963

We hereby certify, that the annexed

Order Nisi Sale
Eq. 15,809

Mary H. Donnan

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel

County, Maryland, once a week for 4

successive weeks before the 25th

day of November, 1963. The first

insertion being made the 24th day of

October, 1963.

FILED

THE CAPITAL-GAZETTE PRESS, INC.

No. M. C. 7616

1963 NOV 18 AM 11:44

By

H. Tilghman

In the Case of

ALLIED CONCORD FINANCIAL CORPORATION

VS.

MARY H. DONNAN

In the

Circuit Court

For

Anne Arundel County

No. 15,809 Equity

To the Honorable, the Judges of said Court:

The Auditor reports to the Court that he has examined the proceedings in the above entitled cause, and from them he has stated the within account, and that he has this day given notice of the filing of this account to all parties and persons who have filed a claim to the proceeds of sale herein, in accordance with General Equity Rule #595.

All of which is respectfully submitted.

Arthur Anderson
Auditor.

FINAL ORDER

ORDERED BY THE COURT, this 15th day of January, 1964, that the foregoing Report and Account of the Auditor be and the same is hereby finally ratified and confirmed, no cause to the contrary having been shown, and that the Trustee apply the proceeds accordingly with a due proportion of interest as the same has been or may be received.

Louis V. Higgins
Clerk
Per: *John F. Hughes* deputy

FILED

1964 JAN 15 PM 2:27

563 DEC 30 PM 12:11

FILED

Dr. Mortgaged Real Estate of Mary H. Donnan

BOOK 151 PAGE 39

In Acct. with John A. Farley, Jr., Trustee

Cr.

By	Amount of Sale, as per Trustee's Report of Sale for			4,500	00		
By	Interest, 6%, on deferred payment \$3,000.00, from						
	10/16/63 to 12/1/63			2	25		
By	Rebate, Fire Insurance premium, from 10/16/63 to						
	1/1/73			155	50		
						4,657	75
To	Trustee, for fee, viz:	134	38				
To	Trustee, for commission, viz:	165	00				
				299	38		
To	Trustee, for Court Costs, viz:						
	Plaintiff's solicitor appearance fee	10	00				
	Clerk, Court costs	28	00				
	Auditor, this account	22	50				
				60	50		
To	Trustee, for expenses, viz:						
	Capital-Gazette Press, Inc., Adv. - Sale	135	76				
	Sunpapers, Adv. - Sale	35	40				
	United States Fidelity-Guaranty Co. - bond	52	00				
	Sam W. Pattison & Co., Auctioneers fee	75	00				
	Adjustments						
	1963 taxes, 1/1/63 to 10/16/63	53	14				
	1963 Sanitary charges, 1/1/63 to 10/16/63	56	02				
	Water bill	8	00				
	Notary fees	2	50				
				417	82		
To	Allied Concord Financial Corporation, Mortgagee,						
	on account of Mortgage claim	3,880	05				
				3,880	05		
						4,657	75
	Balance due on Mortgage, as per claim filed	13,102	80				
	Credit amount allowed above	3,880	05				
		9,222	75				

LACY G. YEAGO and
EDITH M. YEAGO, his wife
Route No. 4
Staunton, Virginia,
Plaintiffs

NO. 15,801 EQUITY

IN THE

CIRCUIT COURT

vs.

FOR

DONALD W. ORNDORFF,
ADMINISTRATOR, C.T.A. OF
THE ESTATE OF CORA LEE COPE,
Deceased
Route 6, Box 85A
Alexandria, Virginia
and

ANNE ARUNDEL COUNTY

ALL KNOWN AND UNKNOWN HEIRS,
LEGATEES AND DEVISEES of the
late Cora Lee Cope, deceased,
Defendants

.....

BILL OF COMPLAINT TO QUIET TITLE

Lacy G. Yeago and Edith M. Yeago, his wife, by William W. Townshend, Jr. and William E. Kirk, their Attorneys, respectfully state:

1. That your Orators acquired title to Lots Nos. 5 and 6 Block 6, as shown on the Plat of Avalon Shores in the Seventh Election District of Anne Arundel County, Maryland, said Plat being recorded among the Plat Records of said County in Plat Book 8, page 36, by deed dated July 13, 1954, from Cora Lee Cope and Charles H. Cope, her husband, said deed being recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 847, folio 190.

2. That your Orators, on the same date, executed a purchase money mortgage dated July 13, 1954, to Cora Lee Cope and Charles H. Cope, her husband, in the amount of Twenty-seven hundred fifty (\$2750.00) Dollars on said lots; said mortgage being recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 847, folio 196, on July 16, 1954.

3. That the mortgage note on said mortgage, filed herewith as "Plaintiffs' Exhibit No. 1" and prayed to be made a part hereof was endorsed in blank to the Mt. Vernon National Bank and Trust Company by the said Cora Lee Cope and Charles H. Cope, her husband, "For Collection."

1563 AUG 16 PM 2:37

FILED

4. That Charles H. Cope died on November 24, 1954, and your Orators continued to make their payments upon said purchase money mortgage to the Mt. Vernon National Bank & Trust Company, Annandale, Virginia, until December 16, 1960, when final payment was made and the said Bank, by one of its agents and employees, marked the same "Paid in Full December 16, 1960" as is more fully shown on the aforesaid note filed herewith as "Exhibit No. 1."

5. That on September 14, 1962, your Orators conveyed said property to Charles C. Fisher and Thelma J. Fisher, his wife, by deed recorded among the Land Records of Anne Arundel County in Liber L.N.P. No. 1595, folio 413, by special Warranty Deed, in which your Orators warranted against encumbrances, as will more fully appear in said Deed attached hereto and marked "Plaintiffs' Exhibit No. 2", and prayed to be made a part hereof.

6. That Cora Lee Cope did not execute a release of the aforesaid mortgage although final payment thereof was made on September 16, 1960 and the said Cora Lee Cope died on or before September 14, 1962, before executing the same.

7. That the Defendant, Donald W. Orndorff, was appointed Administrator, c.t.a. for the Estate of Cora Lee Cope on November 6, 1962, by the Circuit Court for Fairfax County, Virginia; and that although demand has been made on numerous occasions, and the cancelled note attached hereto as "Exhibit No. 1", has been presented to the Defendant or his counsel, the Defendant has steadfastly refused to execute a Release of the said Mortgage in conformity with Article 21, Section 39 of the Annotated Code of Maryland (1957 Edition).

8. That your Petitioners believe and therefore aver that the Last Will and Testament of Cora Lee Cope was probated in Virginia; that the Testatrix named therein, Cora Lee Orndorff, renounced her right to qualify in favor of the Defendant, Donald W. Orndorff, as is indicated on certain letters to the Clerk of

the Circuit Court Fairfax County, Virginia, attached hereto, marked "Exhibit No. 3" and prayed to be made a part hereof; and that Donald W. Orndorff is the only qualified representative of the Estate of Cora Lee Cope.

9. That the names and addresses of the heirs, legatees and devisees of the late Cora Lee Cope are unknown to your Orators.

WHEREFORE, your Orators pray this Honorable Court:

a. To declare the above mortgage to be fully satisfied and paid in full, and that the lien secured thereby is null and void and no longer existent.

b. To appoint a Trustee for the purpose of executing a Release for the above mortgage.

c. To grant such further relief as their case may require.

d. To pass an Order of Publication on the above premises to be directed to the Defendant, a non-resident of the State of Maryland, and all of the heirs, legatees and devisees of the late Cora Lee Cope.

And, as in duty bound, etc.

TOWNSHEND AND KIRK

BY

William E. Kirk
William E. Kirk

Lacy G. Yeago
Lacy G. Yeago

Edith M. Yeago
Edith M. Yeago

STATE OF VIRGINIA

, TO WIT:

I hereby certify that on this 23 day of JULY, 1963, before me, the subscriber, a Notary Public of the State of Virginia, in and for the COUNTY OF AUGUSTA aforesaid, personally appeared Lacy G. Yeago and Edith M. Yeago, his wife, and they made oath in due form of law that the matters and facts stated in the foregoing Bill are true to the best of their knowledge and belief.

As Witness my hand and seal Notarial.

H. S. Halpern
Notary Public
My Comm. Expires Jan 1964

LACY G. YEAGO and	:	NO. 15,801 EQUITY
EDITH M. YEAGO, his wife	:	
Route No. 4	:	
Staunton, Virginia,	:	IN THE
Plaintiffs	:	
vs.	:	CIRCUIT COURT
DONALD W. ORNDORFF,	:	
ADMINISTRATOR, C.T.A. OF	:	FOR
THE ESTATE OF CORA LEE COPE,	:	
Deceased	:	
Route 6, Box 85A	:	
Alexandria, Virginia	:	ANNE ARUNDEL COUNTY
and	:	
ALL KNOWN AND UNKNOWN HEIRS,	:	
LEGATEES AND DEVISEES of the	:	
late Cora Lee Cope, deceased,	:	
Defendants	:	

.....

ORDER OF PUBLICATION

This is to give notice that on the 1st day of August 1963, a Bill of Complaint to Quiet Title was filed in the Circuit Court for Anne Arundel County, by the plaintiffs against the defendants whose known names and addresses are set forth above. The petition alleges in substances that the plaintiffs executed a mortgage to the late Charles H. Cope and Cora Lee Cope on lots 5 and 6, Block 6 as shown on the Plat of Avalon Shores, in the Seventh Election District of Anne Arundel County, Maryland, in the amount of Twenty-seven hundred fifty (\$2750.00) Dollars, said mortgage being recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 847, folio 196, on JULY 16, 1954. That the mortgage note was endorsed to the Mt. Vernon National Bank and Trust Company for collection by the said Charles H. Cope and Cora Lee Cope and final payment was made to said bank on December 16, 1960. That Charles H. Cope predeceased his wife, Cora Lee Cope who died on or about September 14, 1962 without executing a release on the aforesaid mortgage.

The relief prayed in the petition is substantially as follows:

That the Court declare the aforesaid mortgage to be fully satisfied and paid in full and that a Trustee for the purpose of executing a release be appointed.

1503 AUG 16 PM 2:37

FILED

Whereupon, it is Ordered by the Circuit Court for Anne Arundel County, this 16th day of August, 1963, that the plaintiffs cause a copy of this order to be inserted in a newspaper published in Anne Arundel County, once a week in each of four successive weeks, before the 23rd day of September, 1963, giving notice to the said non-resident defendants of the object and substance of the Petition and warning them to show cause, if any there may be, on or before the 25th day of October, 1963, why a decree should not be passed as prayed.

Louis N. Phipps.
Clerk

Copy of Order of Publication received this
17 day of August, 1963, for
The Maryland Gazette.

PER: Thomas Johnson

LACY G. YEAGO AND
EDITH M. YEAGO, his wife,
Plaintiffs

15,801
NO. ~~11,047~~ EQUITY
IN THE
CIRCUIT COURT
FOR
ANNE ARUNDEL COUNTY

vs.

DONALD W. ORNDORFF,
ADMINISTRATOR, C.T.A. OF
THE ESTATE OF CORA LEE COPE,
Deceased

and
ALL KNOWN AND UNKNOWN HEIRS,
LEGATEES AND DEVISEES of the
late Cora Lee Cope, deceased,
Defendants

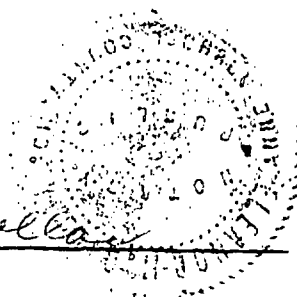
.....

AFFIDAVIT OF CERTIFIED MAIL
AND RECEIPT THEREOF

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

I HEREBY CERTIFY, that on this 26th day of August, 1963, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared William E. Kirk, and he made oath in due form of law, that a Certified Letter has been sent to the Defendant, Donald W. Orndorff, in the above titled proceedings, enclosing a copy of the Bill of Complaint and Order of Publication filed in these proceedings, and that the attached receipts (senders and addressees) were returned on the dates indicated.

As Witness my hand and Notarial Seal.



William E. Kirk
Notary Public

#1-INSTRUCTIONS TO DELIVERING EMPLOYEE
☐ Deliver ONLY to addressee ☐ Show address where delivered
(Additional charges required for these services)

RETURN RECEIPT
Received the numbered article described on other side.
SIGNATURE OR NAME OF ADDRESSEE (must always be filled in)
Donald Orndorff
SIGNATURE OF ADDRESSEE'S AGENT, IF ANY
William E. Kirk
DATE DELIVERED *Aug 26 1963* ADDRESS WHERE DELIVERED (only if requested in item #1)
Route 6 Box 85A Alexandria, Virginia

CS5-16-71548-4 GPO

RECEIPT FOR CERTIFIED MAIL-20¢

SENT TO Donald W. Orndorff		POSTMARK OR DATE
STREET AND NO. Route 6 Box 85A		
CITY AND STATE Alexandria, Virginia		
If you want a return receipt, check which <input checked="" type="checkbox"/> 10¢ shows to whom, when, and where delivered <input type="checkbox"/> 35¢ shows to whom, when, and address where delivered <input type="checkbox"/> 50¢ fee		
FEES ADDITIONAL TO 20¢ FEE		

No. 798340

FILED
1963 AUG 26 AM 11:45

In The
Circuit Co
For
Anne Arundel County
No. 15,801 Equity

LACY G. YEAGO and
EDITH M. YEAGO, his wife
Route No. 4
Staunton, Virginia.

Plaintiffs

vs.

DONALD W. ORNDORFF,
ADMINISTRATOR, C.T.A. OF
THE ESTATE OF CORA LEE
COPE.

Deceased

Route 6, Box 85A
Alexandria, Virginia

and

ALL KNOWN AND UNKNOWN
HEIRS, LEGATEES AND DE-
VISEES of the late Cora Lee
Cope, deceased,

Defendants

**Order Of
Publication**

This is to give notice that on the 16th day of August 1963, a Bill of Complaint to Quiet Title was filed in the Circuit Court for Anne Arundel County, by the plaintiffs against the defendants whose known names and addresses are set forth above. The petition alleges in substance that the plaintiffs executed a mortgage to the late Charles H. Cope and Cora Lee Cope on lots 5 and 6, Block 6 as shown on the Plat of Avalon Shores, in the Seventh District of Anne Arundel County, Maryland, in the amount of Twenty-seven hundred fifty (\$2750.00) Dollars, said mortgage being recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 847, folio 196, on July 16, 1954. That the mortgage note was endorsed to the Mt. Vernon National Bank and Trust Company for collection by the said Charles H. Cope and Cora Lee Cope and final payment was made to said bank on December 16, 1960. That Charles H. Cope predeceased his wife, Cora Lee Cope who died on or about September 14, 1962 without executing a release on the aforesaid mortgage.

The relief prayed in the petition is substantially as follows:

That the Court declare the aforesaid mortgage to be fully satisfied and paid in full and that a Trustee for the purpose of executing a release be appointed.

Whereupon, it is Ordered by the Circuit Court for Anne Arundel County, this 16th day of August, 1963, that the plaintiffs cause a copy of this order to be inserted in a newspaper published in Anne Arundel County, once a week in each of four successive weeks, before the 23rd day of September, 1963, giving notice to the said non-resident defendants of the object and substance of the Petition and warning them to show cause, if any there may be, on or before the 25th day of October, 1963, why a decree should not be passed as prayed.

LOUIS N. PHIPPS, Clerk
True Copy, TEST:
LOUIS N. PHIPPS, Clerk
S:12

OFFICE OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

BOOK 151
PAGE 46

CERTIFICATE OF PUBLICATION

Annapolis, Md., September 14, 1963

We hereby certify, that the annexed

Order of Publication

Eq. 15,801

Donald W. Orndorff

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4

successive weeks before the 23rd

day of September, 1963. The first

insertion being made the 22nd day of

August, 1963.

FILED

THE CAPITAL-GAZETTE PRESS, INC.

1963 SEP 16 PM 4:08

By

A. T. H. H. H. H.

AFFIDAVIT OF NON-MILITARY SERVICE

BOOK 151 PAGE 47

ANNE ARUNDEL COUNTY, }
STATE OF MARYLAND, } ss:

I hereby certify that, on this day of ,
19 , personally appeared before me, the subscriber, a Notary Public of the State of
Maryland, in and for Anne Arundel County, William E. Kirk, Attorney for the

plaintiffs , in the above entitled cause, and made oath, in due form of law, that defendant
(Here, state facts showing that the defendant is not in the military service of the United States of America.)
Donald W. Ornderff, according to correspondence with the Clerk of the
Circuit Court for Fairfax County, Virginia was appointed Ancillary Administrator,
c.t.a. of the Estate of Gora Lee Cape on November 6, 1962, and ~~in the event~~ as
far as is known by the affiant

~~and~~ he is not in the military service of the United States of America.

In testimony whereof, I hereunto set my hand and affix my
Notarial Seal, this 25th day of
October , 1963



Edward M. Gellan
Notary Public

My Commission will expire on: 5/3/65

Filed,

FILED

1963 OCT 25 PM 4:27

Lacy G. Yeago et ux

No. 15,801

~~ENVOIES~~ -- EQUITY

vs.

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

Denald W. Orndorff, Administrator et al

DECREE PRO CONFESSO

The respondent, Denald W. Orndorff, Administrator, c.t.a. of the Estate of Cora Lee Cope, and all known and unknown heirs, legatees and devisees of the late Cora Lee Cope after order of publication duly published ~~(or served)~~ ~~(having been duly summoned)~~ having failed to appear to the bill of complaint and answer same according to the command of the said order of publication ~~(or writ of summons)~~

It is, thereupon, this 28th day of October, 1963,

by the Circuit Court for Anne Arundel County in Equity adjudged, ordered and decreed that said bill of complaint be, and the same is hereby, taken pro confesso against said respondents

And it is further ordered that leave is hereby granted to the complainant to take testimony before any one of the standing Examiners of this Court in support of the allegations of the said bill upon giving due notice to ^{all known} ~~the~~ respondents of the time and place of taking of testimony.

U. B. D. Duckett

Judge

FILED

1963 OCT 28 AM 10:40

9

Lacy G. Yeago et ux vs. Donald W. Orndorff, et al

BOOK 151 PAGE 49

WILLIAM W. TOWNSHEND, JR.
ATTORNEY AT LAW
TOWNS-WORTH BUILDING
SOUTH ST.-ANNAPOLIS, MD.

WILLIAM E. KIRK
ASSOCIATE

COLONIAL 3-4546

July 8, 1963

Clerk of the Circuit Court
Fairfax County
Court House
Fairfax, Virginia

11647

Re: Estate of Cora Lee Cope

Dear Sir:

Thank you for your answer to our letter of July 2nd, advising us of the address of Donald W. Orndorff, Ancillary administrator c.t.a. of the Estate of Cora Lee Cope.

Would you kindly advise this office of the name of the executrix of the last will and testament of Cora Lee Cope and the court in which the will was originally probated.

I am enclosing herewith a self-addressed envelope for your convenience.

Very truly yours,

Fairfax Co. Clerk's Office
July 11, 1963
W. E. Kirk
William E. Kirk

WEK/m
Enc:

Cora Lee Orndorff of 2124 S. Seventh Ave., Maywood, Illinois, (Cook County) was the Executrix named in above said will, but she renounced her right to qualify in favor of Donald W. Orndorff. I understand there was no qualification in Ill. since the entire estate was held in Fairfax County.

FILED

1963 AUG 16 PM 2:37

Plaintiff's Exhibit No. 3

WILLIAM W. TOWNSHEND, JR.
ATTORNEY AT LAW
TOWNS-WORTH BUILDING
SOUTH ST.-ANNAPOLIS, MD.

WILLIAM E. KIRK
ATTORNEY AT LAW

COLONIAL 3-4548

July 2, 1963

Clerk of the Circuit Court
Fairfax County
Court House
Fairfax, Virginia

Dear Sir:

Would you kindly advise this office of the address of Donald W. Orndorff, Administrator, T.T.A. of the Estate of Cora Lee Cope, deceased, and the date on which Letters of Administration were granted to Donald W. Orndorff for said estate.

I am enclosing herewith a self-addressed envelope for your convenience.

Very truly yours,

William E. Kirk
William E. Kirk

WEK/m
Enc:

Donald W. Orndorff qualified as Ancillary Administrator c.t.a. of the estate of Cora Lee Cope in this office on the 6th day of November, 1962. His address at that time: Route 6, Box 85A., Alexandria, Va.

THOMAS P. CHAPMAN, JR., CLERK
Circuit Court, Fairfax County

By: Edith D. Sherwood - Deputy Clerk

1503 DEC 31 PM 2:25

FILED

Examiner's Exh. 7 E. Klawans, Examiner

LACY G. YEAGO, et ux	:	IN
Plaintiffs	:	THE CIRCUIT COURT
vs.	:	FOR
DONALD W. ORNDORFF, Admin., et al:	:	ANNE ARUNDEL COUNTY
Defendants	:	NO. 15,801 EQUITY

.....

TESTIMONY TAKEN ON BEHALF OF PLAINTIFFS

December 6, 1963

Present:

Mr. William E. Kirk, Solicitor for Plaintiffs
Mr. Emanuel Klawans, Court Examiner & Master
Mrs. Shirley Miller, Court Stenographer

Witnesses:

William W. Townshend, Jr., pages 2 - 5
Donald Lundquist, pages 6 - 7

FILED

503 DEC 31 PM 2:24

(NOTICE TO DEFENDANT FILED HERewith MARKED EXAMINER'S EXHIBIT
NO. 1)

(CERTIFIED COPY OF MORTGAGE DATED JULY 13, 1954 RECORDED LIBER
847, PAGE 196 FROM LACY G. YEAGO AND EDITH M. YEAGO,
HIS WIFE, TO CORA LEE COPE AND CHARLES H. COPE, HER
HUSBAND, FILED HERewith MARKED EXAMINER'S EXHIBIT
NO. 2)

(DEED DATED DEPTEMBER 14, 1962 RECORDED IN BOOK 1595, PAGE 413
FROM LACY G. YEAGO AND EDITH M. YEAGO, HIS WIFE TO
CHARLES C. FISHER AND THELMA J. FISHER, HIS WIFE
FILED HERewith MARKED EXAMINER'S EXHIBIT NO. 3)

* * * * *

William W. Townshend, Jr., a witness of lawful age,
being first duly sworn, deposes and says:

(Mr. Kirk)

1. State your name, address and occupation.
 - A. William W. Townshend, Jr., Attorney, Towns Worth Building,
Annapolis.
2. And did you prepare and put through a settlement between Cora
Lee Cope and Charles H. Cope and Lacy G. Yeago and Edith M. Yeago,
with respect to Lots No. 5 and 6, Block 6, of Avalon Shores?
 - A. I examined title to this property when Mr. Yeago purchased same
from the Copes and prepared the Deed and the Mortgage at the
time of settlement which was on July the 13th, 1954.
3. And is Examiner's Exhibit No. 2 a certified copy of that
Mortgage that you prepared?
 - A. That is correct.
4. And I wonder if you will take a look at what will be Examiner's
Exhibit No. 4 and can you tell us what that represents?
 - A. This is the mortgage note that was prepared at the time of

settlement and is a part of the mortgage herein referred to.

5. Was that delivered to Charles and Cora Cope?

A. I submit herewith a copy addressed to Mr. and Mrs. Cope on July the 16th, 1954 setting forth the enclosure of the note to them and a check in the sum of \$6,445.37 which represented the balance due them for the sale.

(MORTGAGE NOTE FILED HERewith MARKED EXAMINER'S EXHIBIT NO. 4)

(COPY OF LETTER DATED JULY 16, 1954 FILED HERewith MARKED
EXAMINER'S EXHIBIT NO. 5)

6. On Exhibit 2, the purchase money mortgage, second purchase money mortgage it is dated the 13th, the date of settlement. The note is dated the 16th. Can you explain that discrepancy?

A. I would assume that when the letter was mailed to Mr. and Mrs. Cope on July the 16th that the note had not been dated and it possibly was filled in by my secretary or by the Copes.

7. But the note was actually signed and executed at the same time the mortgage was executed on the 13th?

A. That's correct. This mortgage note is security for the mortgage that was dated July the 13th, 1954.

8. Did you make attempts to get a release of this mortgage from -- Strike that. Are either Charles H. Cope or Cora Lee Cope living at this time?

A. To my knowledge they are not.

9. To the best of your information Charles Cope predeceased Cora Lee Cope?

A. That is the information that I have from the attorneys that I contacted in Springfield, Virginia.

(Mr. Klawans)

1. Representing whom?

- A. Representing the Estate of Cora Lee Cope.
(Mr. Kirk)
10. I hand you what will be exhibit 6, ^{is} ~~this~~ most recent letter you received from these attorneys with respect to this release?
- A. Yes, this is.
(LETTER DATED JUNE 4, 1963 FILED HERewith MARKED EXAMINER'S EXHIBIT NO. 6)
- A. I might add that there has been a continuous contact with the Firm of John L. Scott & Associates by telephone and by letter until I came to the conclusion that the only way to clear the mortgage from record was to institute a proceedings in the Circuit Court For Anne Arundel County.
(Mr. Klawans)
2. How do you know that Charles Cope is dead and that he predeceased Mrs. Cope?
- A. When I was re-employed by Mr. and Mrs. Charles C. Fisher to purchase the lots referred to herein from Mr. and Mrs. Yeago I discovered that the second mortgage, also referred to here, had not been released of record. I was further informed by Mr. Yeago that the Firm of John L. Scott and Associates at Springfield, Virginia represented the Cope Estate. I talked to Mr. B. Mark Fried, an attorney associated with this Company, and he assured me that Mr. Cope had predeceased his wife, Cora Lee Cope, and ^I believe this is borne out by a letter filed as Exhibit 6, wherein the law firm referred to is administering on the Estate of Cora Lee Cope.
3. And it is also borne out by the bank record?
- A. I believe it will also be borne out by the elimination of Mr. Cope's name from the bank that was collecting the mortgage note records.

4. Leaving Mrs. Cope as the party for whom the collection was being made?
- A. Yes.
5. Did that attorney also inform you that Mrs. Cope was dead?
- A. Yes, he did. As a matter of fact the letter will indicate --- as a matter of fact the law firm promised and did attempt to get the Executor of this Estate to execute a mortgage release.

QUESTION BY THE EXAMINER:

Do you know or can you state any other matter or thing that may be of benefit or advantage to the parties to this suit or either of them or that may be material to the subject of this your examination or the matters in question between the parties?

If so, state same fully and at large in your answer.

Answer.....No.....

Signature.....*Wm. T. Hall*.....

17

Donald Lundquist, a witness of lawful age, being first duly sworn, deposes and says:

(Mr. Kirk)

1. Will you state your name, address and occupation?
- A. Donald E. Lundquist, 7205 Little River Turnpike, Annandale, Virginia, Banker.
2. And with what bank are you associated?
- A. Mount Vernon National Bank and Trust Company, formerly Old Dominion National Bank, prior to that, Bank of Annandale.
3. Are you familiar with an account, a collection account of Cora Lee Cope and Charles H. Cope on a note, five year note executed by Lacy G. Yeago and Edith M. Yeago, dated July the 16th, 1954 in the amount of \$2,750.00, payable in monthly installments of \$29.00 including interest at 6%?
- A. I am familiar with it only through photostatic records that we have.
4. Of the bank?
- A. Photostatic records of the bank.
5. And these records are records kept in the normal course of business?
- A. That is correct.
6. I hand you exhibit No. 4 and ask you if this is the original of the note left with the bank by Cora Lee Cope and Charles H. Cope according to the photostatic records of your bank?
- A. This is the original note that was left with the bank for collection.
7. Now did the bank collect this note?
- A. The bank did collect this note for Mr. and Mrs. Cope.

8. Was it paid in full to the bank, was the note paid in full to the bank?
- A. The note was paid in full to the bank as of December 1, 1960.
9. And what disposition was made of the note at that time?
- A. The original note was sent to Mrs. Lacy Yeago at St. Elizabeth's Hospital, Washington, D. C.
10. And your records -
- A. We have a certified mail receipt from Mrs. Yeago.
11. Now the funds that were collected under this note to whom were they deposited?
- A. They were deposited to the account of Charles H. and Cora Lee Cope. At sometime while we were collecting this note Mr. Charles Cope's name was deleted from our records and from then on Cora Lee Cope received the proceeds of the note.
- (STATEMENT OF THE CLERK OF THE CIRCUIT COURT, FAIRFAX COUNTY, VIRGINIA, DONALD W. ORNDORFF QUALIFIED AS ANCILLARY ADMINISTRATOR C.T.A. OF THE ESTATE OF CORA LEE COPE FILED HERewith MARKED EXAMINER'S EXHIBIT NO. 7)
- (Mr. Klawans)
1. Can you identify this as the original bank's record, that is Examiner's Exhibit 4, statement of account?
- A. Examiner's Exhibit No. 4 is the original bank record of payment.

QUESTION BY THE EXAMINER:

Do you know or can you state any other matter or thing that may be of benefit or advantage to the parties to this suit or either of them or that may be material to the subject of this your examination or the matters in question between the parties?

If so, state same fully and at large in your answer.

Answer.....
Signature.....

There being no further witnesses to be examined on behalf of the plaintiff at this time, and no further testimony desired in their behalf, this testimony is now closed, and at the request of the plaintiff's Solicitor is returned to the Court.

I hereby certify that the foregoing testimony was taken at the instance of the Plaintiff; that I, the undersigned Examiner, was present in the same room with the witnesses throughout the taking of the testimony; that the testimony was taken in one day.

Witness my hand and seal this 31st day of December, 1963.

Emanuel Klawans (SEAL)
Emanuel Klawans, Examiner

E.K. \$25.00
S.M. \$10.00
J.M.

Mr. Donald W. Orndorff,
Administrator, C.T.A. of
the Estate of Cora Lee Cope
Route 6, Box 85A
Alexandria, Virginia

Re: No. 15,801 Equity - Lucy G. Yeago
etal vs Donald W. Orndorff, et ux

Dear Mr. Orndorff:

Please be advised that testimony in the above entitled case will be taken at 10 a.m. on Friday, December 6, 1963 before one of the standing examiners in the Court Stenographer's Office in the Circuit Court for Anne Arundel County, Court House, Annapolis, Maryland.

Very truly yours,

William E. Kirk

WEK:ed

POST OFFICE DEPARTMENT
OFFICIAL BUSINESS

NOV 23 6 30 PM '63
ALEXANDRIA VA

INSTRUCTIONS: Fill in items below and complete #1 on other side, when applicable. Moisten gummed ends and attach to back of article. Print on front of article RETURN RECEIPT REQUESTED.

REGISTERED NO. NAME OF SENDER
798405 William E. Kirk

CERTIFIED NO. STREET AND NO. OR P.O. BOX
798405 Towns-Worth Bldg., South St.

INSURED NO. CITY, ZONE AND STATE
Annapolis, Maryland

Orndorff

POD Form 3811 Jun. 1958

No. 798405

RECEIPT FOR CERTIFIED MAIL—20¢

SENT TO
Donald W. Orndorff, Admini-
strator CTA of the Estate of
Cora Lee Cope
Route 6, Box 85A
CITY AND STATE
Alexandria, Virginia

POSTMARK OR DATE

If you want a return receipt, check which
☒ 10¢ shows to whom and when delivered
☐ 35¢ shows to whom, when, and address where delivered

If you want restricted delivery, check here
☐ 50¢ fee

FEES ADDITIONAL TO 20¢ FEE

POD Form 3800 Dec. 1960

CAUTION—NOT FOR INTERNATIONAL MAIL (See other side)

Wanner's Exh. A |

DEC 31 PM 2:24 E Wanner, Wanner

LEPER 847 PAGE 196

BOOK 151 PAGE 61

- SECOND PURCHASE MONEY

THIS MORTGAGE, Made this 13TH day of July

in the year nineteen hundred and fifty-four

by and between Lacy G. Yeago

and Edith M. Yeago, his wife,

Mortgagor of the County of Anne Arundel

in the State of Maryland, of the first part, and

Cora Lee Cope and Charles H. Cope, her husband

, Mortgagee s, of the second part:

Whereas, the said Mortgagors are indebted to the said Mortgagees in the full and just sum of TWO THOUSAND SEVEN HUNDRED FIFTY DOLLARS (\$2,750.00), as evidence of which the said Mortgagors have this day passed to the said Mortgagees their promissory note for said sum payable five (5) years after date with interest thereon, at the rate of six per centum (6%) per annum; provided, however, that during the years aforesaid, and any extension or renewal of said years, the Mortgagors shall pay the monthly sum of TWENTY NINE DOLLARS (\$29.00) including interest thereon at the rate aforesaid on the unpaid balance; failure to make any of the aforesaid payments shall constitute a default; and

Whereas, the parties hereto have agreed that this mortgage should be executed for the purpose of securing the payment of said note, together with any extensions or renewals thereof, or substitutes therefor, at the time limited for the same; provided, however, that the said Mortgagors shall have the right to pay all or any additional part of the principal on any monthly installment payment date and interest shall abate on any amounts so paid on the principal; the proceeds hereof being a part of the purchase money of the property described herein and conveyed to the Mortgagors by deed of even date.

Now this Mortgage Witnesseth, that in consideration of the premises and of the sum of One Dollar, the said Lacy G. Yeago and Edith M. Yeago, his wife,

do grant and convey unto Cora Lee Cope and Charles H.

Cope, her husband, their

heirs and assigns,

in fee simple, all those

lots or parcel of ground situate and lying in the Seventh

Election District, the County

aforesaid, and described as follows, to wit:—~~Beginning from~~

KNOWN AND DESIGNATED as Lots Nos. 5 and 6, Block 6, as shown on a certain map entitled "Avalon Shores", Anne Arundel County, Maryland, April 30, 1932, P. R. Rupert, Engineer, Section A, recorded among the Plat Records of Anne Arundel County in Plat Cabinet 1, Rod A-1, Plat 5.

BEING the same property conveyed to the within-named Mortgagors by the within-named Mortgagees by deed of even date herewith and intended to be recorded among the Land Records of Anne Arundel County immediately prior hereto.

FILED

1963 DEC 31 PM 2:24

15,801 E9
Yeago & Orndorff, Clerk.
Examiner's Edh-2
E. Lawless, Examiner

23

Together with the buildings and improvements thereupon, and the rights, alleys, ways, waters, privileges, appurtenances and advantages thereto belonging or in anywise appertaining.

To Have and To Hold the aforesaid parcels of ground and premises unto and to the proper use and benefit of the said Mortgagees, their heirs and assigns, forever.

Provided, that if the said Mortgagors, their

executors, administrators or assigns, shall well and truly pay, or cause to be paid, the aforesaid principal sum of Two Thousand Seven Hundred Fifty - - - - - dollars, and all the installments of interest thereon, when and as each of them shall respectively be due and payable as aforesaid, and shall perform each and all of the covenants herein on their part to be performed, then this Mortgage shall be void.

And the said Mortgagors hereby assent to the passage of a decree for the sale of the property hereby mortgaged, such sale to take place only after a default in any of the covenants or conditions of this mortgage as herein provided; and the said Mortgagors hereby also authorize the said Mortgagees, their personal representatives, or assigns, or William M. Townshend, Jr., duly authorized Attorney or Agent

24

of the said Mortgagees, their personal representatives, or assigns, after any default in the covenants or conditions of this mortgage, to sell the hereby mortgaged property. Any such sale, whether under the above assent to a decree or under the above power of sale, shall be under the provisions of Article 66 of the Public General Laws of Maryland, or under any other General or Local Law of the State of Maryland relating to mortgages, or any supplement, amendment, or addition thereto. And upon any such sale of said property, the proceeds shall be applied as follows: (1) to repayment of all expenses incident to said sale, including a fee of One Hundred Dollars and a commission to the party making the sale of said property equal to the commission allowed Trustees for making sale of property by virtue of a decree of a Court having equity jurisdiction in the State of Maryland; (2) to the payment of all claims of the said Mortgagees, their executors, administrators or assigns hereunder whether the same shall have matured or not; (3) and the surplus (if any there be), to the said Mortgagors, their heirs, personal representatives or assigns, or to whoever may be entitled to the same.

And the said Mortgagors for themselves, their heirs, personal representatives and assigns, do hereby covenant and agree that immediately upon the first insertion of the advertisement or notice of sale as aforesaid under the powers hereby granted, there shall be and become due by them to the party inserting said advertisement or notice, all expenses incident to said advertisement or notice, all Court costs and all expenses incident to the foreclosure proceedings under this Mortgage and a commission on the total amount of the Mortgage indebtedness, principal and interest, equal to one-half the percentage allowed as commissions to trustees making sale under orders or decrees of a Court having equity jurisdiction in the State of Maryland, which said expenses, costs and commission the said Mortgagors for themselves, their heirs, personal representatives and assigns, do hereby covenant to pay, and the said Mortgagee, s., their personal representatives or assigns, or William W. Townshend, Jr., their said Attorney, shall not be required to receive the principal and interest only, of said Mortgage debt in satisfaction thereof, unless the same be accompanied by a tender of the said expenses, costs, and commission, but said sale may be proceeded with unless, prior to the day appointed therefor, legal tender be made of said principal, costs, expenses and commission.

And it is agreed that, until default be made in the premises, the said parties of the first part, their executors, administrators or assigns, shall possess the aforesaid property upon paying, in the meantime, all taxes and assessments, public dues and charges levied or assessed, or to be levied or assessed, on said hereby mortgaged property, which taxes, mortgage debt and interest, public dues, charges and assessments the said parties of the first part covenant to pay when legally payable.

And the said parties of the first part further covenant to insure, and pending the existence of this Mortgage to keep insured, the improvements on the thereby mortgaged property to the amount of at least Two Thousand Seven Hundred Fifty - - - - - dollars, and to cause the policy to be effected thereon to be so framed or endorsed as, in case of fire, to inure to the benefit of the said Mortgagees, their executors, administrators or assigns, to the extent of their lien or claim hereunder.

Witness the hands and seals of the said Mortgagors:

TEST:

Nowood A. Wrenick
Nowood A. Wrenick

Lacy G. Yeago [SEAL]
Lacy G. Yeago

Edith M. Yeago [SEAL]
Edith M. Yeago

_____ [SEAL]

State of Maryland, Anne Arundel County

, ss:

I Hereby Certify, that on this 13TH day of July in the year one thousand nine hundred and fifty-four before me, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared Lacy G. Yeago and Edith M. Yeago, his wife, the Mortgagor s named in the foregoing Mortgage, and they acknowledged the foregoing Mortgage to be their act. At the same time also appeared Cora Lee Cope

and made oath in due form

of law that the consideration set forth in said Mortgage, is true and bona fide as therein set forth.

Witness my hand and Notarial seal.

Recorded- 16 July, 1954,
at 12:45 P.M.

Nowwood A. Wiencek
Notary Public
Nowwood A. Wiencek

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, SCT:

I HEREBY CERTIFY, that the oforegoing.....Mortgage.....is truly token
ond copied from Liber J.H.H. No 847..... folio 196..... one of theLand.....
Record Books for Anne Arundel County.

IN TESTIMONY WHEREOF, I hereunto set my hand and affix the Seal
of the Circuit Court for Anne Arundel County this...5th... day of December...

A. D. 1963

Louis N. Phipps
Clerk of the Circuit Court for Anne Arundel County

This Deed, Made this

1476

day of September

in the year one thousand nine hundred and sixty-two, by and between LACY G. YEAGO and EDITH M. YEAGO, his wife

of Anne Arundel County in the State of Maryland, of the first part GRANTORS, and CHARLES C. FISHER and THELMA J. FISHER, his wife of the second part, GRANTEES.

Witnesseth, that in consideration of the sum of Ten Dollars (\$10.00) and other valuable considerations, the receipt whereof in full is hereby acknowledged, the said GRANTORS do grant and convey unto the said GRANTEES, as tenants by the entireties, unto the survivor of them, his or her

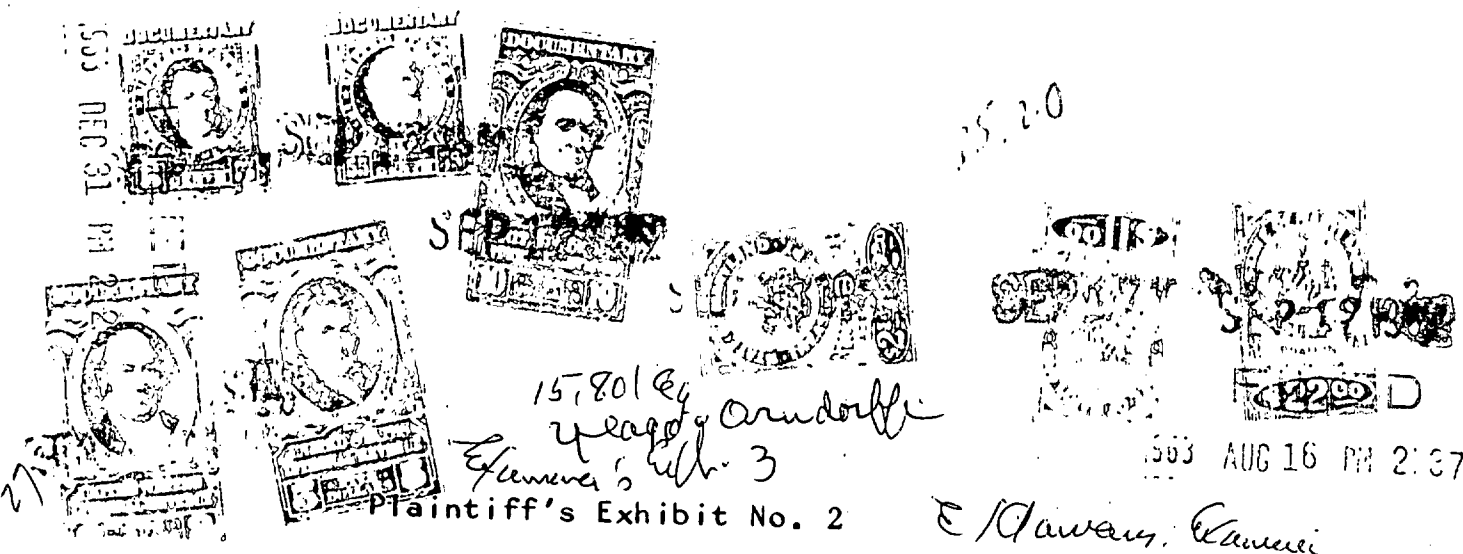
heirs and assigns, in fee simple, all those lots of ground, situate, lying and being in Seventh Election District of Anne Arundel County and described as follows, that is to say:—

(1) KNOWN AND DESIGNATED as Lots Nos. 5 and 6, Block 6, as shown on a certain map entitled "Avalon Shores, Anne Arundel County, Maryland, April 30, 1932, P. R. Rupert, Engineer, Section A" recorded among the Plat Records of Anne Arundel County in Plat Book 8, Folio 36.

BEING the same property conveyed unto the within-named Grantors by Cora Lee Cope and Charles H. Cope, her husband, by deed dated July 13, 1954 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. 847, Folio 190.

(2) KNOWN AND DESIGNATED as Lots Nos. 3 and 4, Block 6, as shown on a certain map entitled "Avalon Shores, Anne Arundel County, Maryland, April 30, 1932, P. R. Rupert, Engineer, Section A" recorded among the Plat Records of Anne Arundel County in Plat Book 8, Folio 36.

BEING the same property conveyed unto the within-named Grantors by Inez J. Abell, Widow, by deed dated July 21, 1959 and recorded among afore-said Land Records in Liber G.T.C. 1315, Folio 254.



Together with the buildings and improvements thereupon erected, made or being and all and every the rights, alleys, ways, waters, privileges, appurtenances and advantages, to the same belonging, or anywise appertaining.

To Have and To Hold the said lots of ground and premises, above described and mentioned, and hereby intended to be conveyed; together with the rights, privileges, appurtenances and advantages thereto belonging or appertaining unto and to the proper use and benefit of the said Grantees, as tenants by the entireties, unto the survivor of them, his or her

heirs and assigns, in fee simple; subject, however, to covenants and restrictions of record.

And the said parties of the first part hereby covenant that they have not done or suffered to be done any act, matter or thing whatsoever, to encumber the property hereby conveyed; that they will warrant specially the property granted and that they will execute such further assurances of the same as may be requisite.

Witness the hands and seals of said grantors

TEST:

William W. Townshend, Jr.
William W. Townshend, Jr.

Lacy G. Yeago
Lacy G. Yeago

(SEAL)

Edith M. Yeago
Edith M. Yeago

(SEAL)

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, to wit:

I HEREBY CERTIFY, That on this 14th day of September in the year one thousand nine hundred and sixty-two, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared Lacy G. Yeago and Edith M. Yeago, his wife

the above named grantors, and they acknowledged the foregoing Deed to be their act.

As Witness my hand and Notarial Seal.

William W. Townshend, Jr.
William W. Townshend, Jr., Notary Public.

Rec'd for record Sept. 17, 1962 at 309 P.M.
Mailed to Townshend & Kirk

Lacy G. Yeago et ux vs. Donald W. Orndorff, et al

BOOK 151 PAGE 67

Mortgage Note

\$ 2,750.00

July 16 1954

Five years

after date we promise to pay to the order of

CORA LEE COPE AND CHARLES H. COPE, HER HUSBAND

TWO THOUSAND SEVEN HUNDRED FIFTY DOLLARS - - - - - (\$2,750.00)

Dollars

Value received,

Lacy G. Yeago

\$29.00 per month, including
interest at 6%

Edith M. Yeago

Secured by Mortgage of Even Date

Date of Payment	Interest Due	To Principal	Balance Principal Due	Date of Payment	Interest Due	To Principal	Balance Principal Due
19				19	670		1,786.53
3-18-58	11 19	17 81	2,222 09	MAR 18 1958	8 93	20 22	1,766 46
4-16-57	11 11	17 89	2,204 20	APR 16 1959	8 73	20 27	1,746 02
5-20-57	11 02	17 98	2,186 22	MAY 15 1959	8 63	20 37	1,725 65
6-18-57	10 93	18 07	2,168 15	JUN 24 1959	8 52	20 48	1,705 17
7-23-57	10 84	18 16	2,149 49	JUL 20 1959	8 42	20 58	1,684 59
8-21-57	10 74	18 26	2,131 23	AUG 13 1959	8 32	20 68	1,664 91
9-17-57	10 65	18 35	2,112 88	SEP 11 1959	8 21	20 79	1,643 92
10-18-57	10 56	18 44	2,094 44	OCT 14 1959	8 11	20 89	1,622 23
11-15-57	10 47	18 53	2,075 91	NOV 30 1959	8 01	20 99	1,601 24
12-20-57	10 37	18 65	2,057 28	DEC 23 1959	7 90	21 10	1,580 14
1-17-58	10 28	18 72	2,038 56	JAN 19 1960	7 73	21 27	1,558 87
2-18-58	10 19	18 81	2,019 75	MAR 19 1960	7 62	21 38	1,537 49
3-18-58	10 09	18 91	2,000 84	MAY 18 1960	7 52	21 48	1,515 91
APR 16 1958	10 -	19 -	1,981 84	JUN 17 1960	7 41	192 59	1,296 02
MAY 24 1958	9 90	19 10	1,962 74	JUL 15 1960	6 45	193 55	1,096 47
JUN 18 1958	9 81	19 19	1,943 55	AUG 17 1960	5 48	194 52	901 95
JUL 16 1958	9 71	19 29	1,924 26	SEP 17 1960	4 50	295 50	606 45
AUG 16 1958	9 62	19 38	1,904 88	OCT 21 1960	3 03	296 97	309 48
SEP 20 1958	9 52	19 48	1,885 40	NOV 14 1960	PAID	PAID	0
OCT 21 1958	9 42	19 57	1,865 82	DEC 17 1960	PAID	PAID	0
NOV 13 1958	9 32	19 68	1,846 14	JAN 17 1961	PAID	PAID	0
DEC 18 1958	9 23	19 77	1,826 37	FEB 17 1961	PAID	PAID	0
JAN 17 1959	9 13	19 87	1,806 50				
FEB 17 1959	9 03	19 97	1,786 53				

Plaintiff's Exhibit No. 1

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1963 AUG 16 PM 2:37

James S. Esch. 4
E. Klawans - Klawans

31 PM 2:24
Dec. 31

July 16, 1954

BOOK 151 PAGE 68

Mr. and Mrs. Charles Cope
6005 Armhurst Ave.
Springfield, Va.

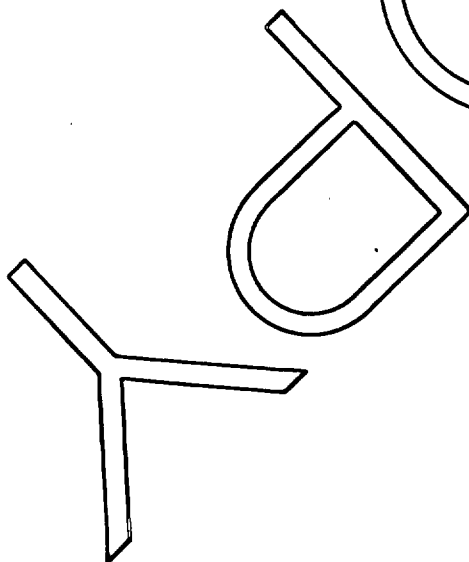
Dear Mr. and Mrs. Cope:

Enclosed herewith is my check in the sum of \$6,445.37
which represents the balance due you for the sale of Lots 5 and 6,
Block 6, Avalon Shores, to Mr. and Mrs. Yeago, and mortgage note.

Very truly yours,

WWT:ag
Enc.

Wm. W. Tomshend, Jr.



DEC 31 PM 2:25

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*Examiner's Ed. 5
E. Koway, Koway*

JOHN L. SCOTT & ASSOCIATES

ATTORNEYS AND COUNSELLORS AT LAW

6823 BLAND STREET

SPRINGFIELD, VIRGINIA

FLEETWOOD 4-5300

451-3300
June 4, 1963

BOOK 151 PAGE 69

ADOLPH E. SCHONBERGER

COUNSEL

WOODBRIDGE, VA. OFFICE

U. S. ROUTE 1

GYPSY 4-2116

JOHN LAFAYETTE SCOTT
B. MARK FRIED

William W. Townshend, Jr., Esq.
Towns-Worth Building
South Street
Annapolis, Maryland

Re: Estate of Cora Lee Cope
Our File: 62-147

Dear Mr. Townshend:

Please excuse the delay in responding to your request to have a Release of Mortgage executed by the personal representative of the Estate of Cora Lee Cope but, as personally explained to your client, Mr. Hodge, during one of his visits to this office, the Executrix appointed in Mrs. Cope's Will was a non-resident and could not serve in a fiduciary capacity as the Executrix of an Estate to be probated in Virginia. It took us approximately a year to have the named Executrix renounce her appointment and acquiesce in the appointment of an Administrator, C.T.A. Furthermore, due to the lack of funds we were having difficulty in getting the real estate involved appraised. I am enclosing herewith what appears to be a payment schedule maintained by the Mount Vernon National Bank and Trust Company of Annandale, Virginia. This schedule certainly is not a Note. It is not a promise to pay a certain amount of money at an ascertainable time nor does it pertain to any identifiable piece of real estate. Accordingly we cannot execute the Release of Mortgage you have requested on the basis of this piece of paper being a paid Note.

Very truly yours,

JOHN L. SCOTT & ASSOCIATES

By *B. Mark Fried*
B. Mark Fried

BMF:fap

Examiner's Wh. 6.

500 DEC 31 PM 2:23

30

LACY G. YEAGO, and
EDITH M. YEAGO, his wife,

BOOK 151 PAGE 70

Plaintiffs,

No. 15, 801 Equity

v.

In The Circuit Court For

DONALD. W. ORNDORFF, ADMINISTRATOR C.T.A.
OF THE ESTATE OF CORA LEE COPE, DECEASED,
And

Anne Arundel County.

ALL KNOWN AND UNKNOWN HEIRS, LEGATEES AND
DEVISEES OF CORA LEE COPE, DECEASED,

Defendants.

REPORT OF MASTER IN CHANCERY

The plaintiffs seek a decree that a mortgage of realty, made by them, has been paid and satisfied, and to have a trustee appointed to execute a release of record of the mortgage.

The bill of complaint states, and the evidence shows, the following:

1. The plaintiffs executed a mortgage, dated 7/13/54, recorded among the land records of Anne Arundel County, Maryland in J.H.H. 847 page 196, a certified copy of which is filed in evidence as Examiner's Exhibit 2, by which they conveyed to Cora Lee Cope and Charles H. Cope, her husband, lots 5 and 6 of Block 6 on the Plat of Avalon Shores recorded among the plat records of the County in what now is Plat Book 8 page 36, to secure a debt of \$2,750 due five years after date with 6% interest per annum; provided that during those years they pay \$29 per month including interest on unpaid balance, with privilege of paying all or any additional payments at due date of any monthly installment.

2. Donald Lindquist testifies that he is associated with a Virginia bank, and the records of the bank, kept in normal course of business, show that the bank received the above mortgage note for collection, and kept an account of it in the name of Charles H. Cope and Cora Lee Cope, later changed to Cora Lee Cope alone, and the record of this account shows that said mortgage note had been paid in full by December 1, 1960, and the bank thereupon mailed that mortgage note to Mrs. Yeago. The original note, together with the original bank record of the account showing the payments received and full payment of the note, are filed in evidence as Examiner's Exhibit 4. This establishes that the debt secured by said mortgage was paid in full, and all conditions of the mortgage that could be material had been fulfilled, and the mortgagors were entitled to a release of the mortgage of record. (Brown v

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Stewart, 56 Md 421, 430, 432), holding that the mortgagors have standing to maintain a bill in equity for release of record of the mortgage).

3. William W. Townshend, Jr., attorney at law, testifies that he has been told by B. Mark Fried, attorney at law in Virginia, that Charles Cope died, before the death of Cora Lee Cope. This is corroborated by the aforesaid testimony of Donald Lundquist, that the bank's record of the collection account was changed from both names to that of Cora Lee Cope alone, before collection had been completed. The death of Charles Cope vested the legal estate under the mortgage conveyance, and title to the debt secured thereby, in Cora Lee Cope as surviving tenant by entireties. (Marburg v Cole, 49 Md 402; Brewer v Bowersox, 92 Md 567).

4. Copies of correspondence between William W. Townshend, Jr. and the Clerk of Circuit Court of Fairfax County, Va., and with Mr. Fried, are filed as Examiner's Exhibits 6 and 7, and show that Cora Lee Cope is dead, and Donald W. Orndorff has qualified as Ancillary Administrator c.t.a. of her estate, and that this administrator has refused to execute a release of said mortgage, on the ground that he does not know whether the aforesaid payments made by Mr. and Mrs. Yeago were on account of said mortgage or of some other mortgage. Examination of the local land records shows that neither Charles Cope nor Cora Lee Cope ever held any other mortgage made by Mr. or Mrs. Yeago, the plaintiffs.

5. The plaintiffs have conveyed said realty under said mortgage to Charles C. Fisher and Thelma J. Fisher, his wife, by deed dated 9/14/62, recorded Book 1595 p. 413, a photostatic copy of which deed is filed as Examiner's Exh. 3. This deed contained warranties by the plaintiffs as grantors "that they have not done or suffered to be done any act, matter or thing whatsoever, to encumber the property hereby conveyed; that they will warrant specially the property granted and that they will execute such further assurances of the same as may be requisite." These warranties made it the duty of the plaintiffs to defend the title against said mortgage. (Wempe v Schoentag, 163 Md 647).

Art. 16 sec. 128 of the Code, allows those in peaceable possession of land to bring action in equity to remove a cloud on title caused by said unreleased mortgage of record. Although the plaintiffs in this action are not the persons now in possession, they should have sufficient standing to bring this action as they do so on behalf of those who have peaceable possession, and owe a legal duty to do so under their own warranties of title. Whether or not this be true, the plaintiffs have sufficient standing under the decision in Brown v Stewart above cited, as the

mortgagors who made the mortgage, and owe the debt, which ought to be released of record

The mortgage to Mr. and Mrs. Cope vested the legal estate, and the debt thereby secured, in them as tenants by entireties in absence of contrary statement therein. Upon death of Mr. Cope these became vested in Mrs. Cope as survivor, and upon her death these vested in her administrator, who is party defendant to this proceeding.

The administrator's identity, and address, are known. He is a nonresident. Process was served upon him by publication, plus actual notice by registered mail, in accordance with Rule 105 and 178. If unknown heirs, devisees, and legatees, are proper parties, they have been properly proceeded against in accordance with Rules 105 and 180b.

10/25/63 - ~~Recessed~~ Affidavit was made that said defendants are not in military service.

10/28/63 - Decree pro confesso was granted against all of the defendants, and leave to take testimony.

12/6/63 - Testimony was taken. The administrator was given notice, but was not present.

12/31/63 - The testimony was filed.

1/11/63 - The case will be ready for decree. The decree submitted herewith is recommended.

E. K. Lawrence
Master in Chancery

LACY G. YEAGO, and
EDITH M. YEAGO, his wife,

Plaintiffs,

BOOK 151 PAGE 73

No. 15,801 Equity

vs.

DONARD W. ORNDORFF, ADMINISTRATOR C.T.A.
OF THE ESTATE OF CORA LEE COPE, DECEASED,

In The Circuit Court For

And

Anne Arundel County.

ALL UNKNOWN AND KNOWN HEIRS, LEGATEES AND
DEVISEES OF CORA LEE COPE, DECEASED,

Defendants.

DECREE

This cause standing ready for hearing and being submitted, the proceedings were read and considered by the Court.

It is thereupon, this 13th day of January, 1964, by the Circuit Court for Anne Arundel County, sitting in Equity, adjudged, ordered, and decreed:

1. That the debt of Lacy G. Yeago and Edith M. Yeago, his wife, to Cora Lee Cope and Charles H. Cope, her husband, secured by mortgage dated 7/13/54 recorded among the land records of Anne Arundel County, Maryland in liber J.H.H. 847 folio 196, was fully paid and satisfied, and all conditions of said mortgage fully fulfilled, as of December 1, 1960, and the legal estate under said mortgage then reverted to said mortgagors, and is now vested in those claiming under said mortgagors, free, clear and discharged from any operation and effect of said mortgage, and the mortgagors, or those claiming under them, are entitled to have said mortgage released of record.

2. That William E. Kirk is hereby appointed as trustee to execute a release of record of the said mortgage.

3. That the plaintiffs pay the costs of this proceeding.

D. Bruce Danforth Judge

FILED

1964 JAN 14 PM 12:10

IN THE MATTER OF	*	IN THE CIRCUIT COURT
THE APPLICATION OF	*	FOR
KATHE B. MINNICK	*	ANNE ARUNDEL COUNTY
FOR CHANGE OF NAME	*	NO. <u>15,924</u> EQUITY
	*	

PETITION FOR CHANGE OF NAME

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The petition of Kathe B. Minnick, by her solicitor, Nicholas JI Fotos, respectfully shows:

1. That petitioner is a resident of Anne Arundel County, States of Maryland and more particularly at 633 New Jersey Avenue, Glen Burnie, Maryland, and is over twenty-one years of age.

2. That petitioner desires to take a name other than that which she now has, namely, to change her name from Kathe B. Minnick to Kathe B. Meier.

3. That your petitioner's reason for such change of name is as the result of a divorce a vinculo matrimonii dated May 31, 1963 and issued in Case Numbered 7776 Divorces by the Circuit Court for Anne A^Rundel County and her desire to change her surname to Meier which was the family and surname of her former and late husband whose death had left her widowed; that petitioner prefers the name of her former husband because of the fond and affectionate memories she has retained.

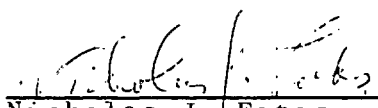
4. That there are no claims, demands, liabilities, or obligations of any kind whatsoever against petitioner under the surname of Minnick or any other name whatsoever and petitioner has no creditors who may be adversely affected or prejudiced in any way by the proposed change of name; a fortiori petitioner

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1563


has never purchased any goods whatsoever on the installment plan and the only debt she has ever acquired is that of a mortgage on her house, being her place of residence.

5. That the reasons given above are the true and only reasons for which change of name is sought and that the proposed change is not sought for any fraudulent or evil intent.

WHEREFORE your petitioner prays this Honorable Court decree that petitioner's name of Kathe B. Minnick be changed to Kathe B. Meier.



Nicholas J. Fotos
Solicitor for Petitioner

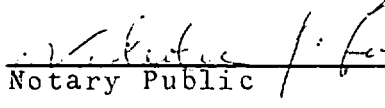


Kathe B. Minnick, Petitioner

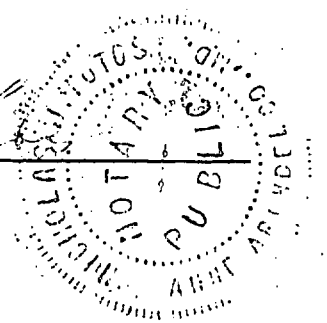
STATE OF MARYLAND, COUNTY OF ANNE ARUNDEL, to wit:

I HEREBY CERTIFY that on this 14th day of October, 1963, before me, the subscriber, a Notary Public for the the State of Maryland, in and for the County of Anne Arundel, personally appeared KATHE B. MINNICK and made oath in due form of law that the matters and facts contained in the above Petition for Change of Name are true to the best of her knowledge and belief.

Witness my hand and notarial seal.



Notary Public



IN THE MATTER OF * IN THE CIRCUIT COURT
THE APPLICATION OF * FOR
KATHE B. MINNICK * ANNE ARUNDEL COUNTY
FOR CHANGE OF NAME * NO. 15,924 EQUITY
*

MOTION
AND
ORDER THEREON

MOTION TO DISPENSE WITH PUBLICATION

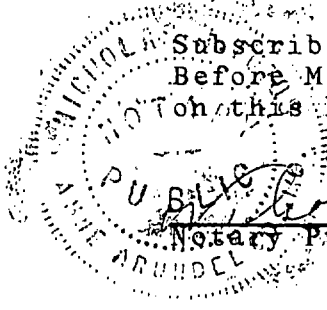
Kathe B. Minnick, by Nicholas J. Fotos, her solicitor, moves the Court to dispense with the Order of Publication, as provided for by Rule BH72 (a), because:

1. The movant has never acquired any debt whatsoever with the exception of her mortgage on her place of residence.
2. That she has no children born of this or any other marriage.
3. That no one whatsoever could be affected even remotely by this change of name.
4. That the Order of Publication would be completely unnecessary expense.

Kathe B. Minnick
Kathe B. Minnick, Petitioner

Nicholas J. Fotos
Nicholas J. Fotos
Solicitor for Petitioner

Subscribed and Sworn to
Before me by Kathe B. Minnick
On this 14th day of October, 1963.



Nicholas J. Fotos
Notary Public

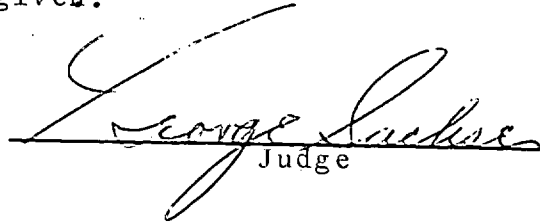
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1963 OCT 15 AM 9:56

BOOK 151 PAGE 77

IN THE MATTER OF	*	IN THE CIRCUIT COURT
THE APPLICATION OF	*	FOR
KATHE B. MINNICK	*	ANNE ARUNDEL COUNTY
FOR CHANGE OF NAME	*	NO. <u>15,924</u> EQUITY
	*	

ORDER

Upon the foregoing motion and affidavit thereon,
it is ORDERED this 18th day of October, 1963, that
notice of change of name in the above-entitled matter
by publication need not be given.



Judge

FILED

1963 OCT 18 AM 11:27

IN THE MATTER OF	*	IN THE CIRCUIT COURT
THE APPLICATION OF	*	FOR
KATHE B. MINNICK	*	ANNE ARUNDEL COUNTY
FOR CHANGE OF NAME	*	NO. <u>15,924</u> EQUITY
	*	

DECREE

Upon the foregoing Petition and Affidavit, it is hereby ORDERED, ADJUDGED and DECREED this 18th day of October, 1963, by the Circuit Court for Anne Arundel County, in Equity, that Petitioner's name of KATHE B. MINNICK be, and the same is hereby changed to KATHE B. MEIER.

George Lachse Judge

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1963 OCT 18 AM 11:27

BOOK 151 PAGE 79

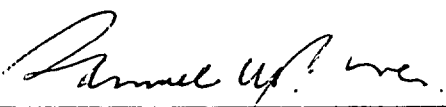
IN THE MATTER OF THE
MORTGAGED REAL ESTATE OF
CHRISTIAN F. GEORGE, JR. AND
BETTY LOU GEORGE, HIS WIFE

IN THE
CIRCUIT COURT
FOR
ANNE ARUNDEL COUNTY
NO. 15,925 EQUITY

: : : : : : : :

MR. CLERK:

PLEASE DOCKET THIS CASE, FILE THE ORIGINAL MORTGAGE, STATEMENT OF
MORTGAGE DEBT AND MILITARY AFFIDAVIT.



SAMUEL M. IVREY,
ATTORNEY NAMED IN THE MORTGAGE

LAW OFFICES
SAMUEL M. IVREY
ANNAPOLIS, MD.

FILED

1963 OCT 15 AM 11:10

Equity
No. 15,925

Form No. 1—County Fee

PURCHASE MONEY

This Mortgage, made this 3rd day of June ,

in the year one thousand nine hundred and Sixty , between
CHRISTIAN F. GEORGE, JR. and BETTY LOU GEORGE, his wife, of
Anne Arundel County , in the State of Maryland, Mortgagor (s), and

Annapolis Federal Savings and Loan Association (formerly Enterprise Federal Savings and Loan Association of Annapolis) a body corporate, duly incorporated, Mortgagee.

Whereas the said Annapolis Federal Savings and Loan Association, has this day loaned to
CHRISTIAN F. GEORGE, JR. and BETTY LOU GEORGE, his wife,

the sum of Thirteen Thousand Fifty and NO/100 (\$13,050.00) - - - - - dollars,

being the balance of the purchase money for the Property herein described, which said sum the said Mortgagor(s) agree(s) to repay in installments with interest thereon from the date hereof, at the rate of 6.00 % per annum, in the manner following:

111-2611

By the payment of Ninety-three and 50/100 (\$93.50) - - - - - dollars plus one-twelfth of the annual taxes, insurance premiums, and other public charges and assessments on or before the first day of each and every month from the date hereof, until the whole of said principal sum and interest shall be paid, which interest shall be computed by the calendar month.

The said installment payments may be applied by the mortgagee in the following order:

FIRST: To the payment of interest;

SECOND: To the payment of all taxes, assessments or public charges of every nature and description, insurance premiums and other charges affecting the hereinafter described premises;

THIRD: Towards the payment of the aforesaid principal sum;

FOURTH: This loan may be prepaid in whole or in part at any time, except that the association may charge ninety days' interest on that part of a prepayment in any one year which exceeds 20% of the original amount of the loan.

The due execution of this mortgage having been a condition precedent to the granting of said advance.

Now therefore, this mortgage witnesseth, that in consideration of the premises and of one dollar, the said CHRISTIAN F. GEORGE, JR. and BETTY LOU GEORGE, his wife,

do(th) grant, convey and assign unto said Annapolis Federal Savings and Loan Association, its successors and assigns, all that lot , piece , or parcel of ground situate,

lying and being in the Third election district of Anne Arundel County, State of Maryland, and described as follows: BEING Lot 349 as shown on the Plat of Shoreacres recorded among the Plat Records of Anne Arundel County in Plat Book 7, folio 19.

BEING the same lot of ground conveyed to the within named Mortgagors, Christian F. George, Jr. and Betty Lou George, his wife, by deed of even date from Arthur M. Jones and Virginia E. Jones, his wife, and recorded or intended to be recorded among the Land Records of Anne Arundel County, immediately prior hereto.

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The mortgagor agrees to pay a late charge not to exceed 4% of any installment which is not paid within 15 days of the due date thereof to cover the extra expense involved in handling delinquent payments.

This mortgage is made under and subject to the provisions of Article 66 of the Public General Laws of Maryland, and any supplement amendment, or addition thereto.

It is hereby agreed that this mortgage shall also secure future advances as provided by Chapter 923 of the Laws of Maryland passed at the January session in the year 1945 or any supplement thereto.

Together with the improvements thereon, and the rights or appurtenances thereto belonging or appertaining.

To have and to hold the said lot(s) of ground and premises unto the said body corporate, party hereto of the second part, its successors and assigns, in fee simple, forever, **SUBJECT, however, to Restrictions, JHH 386, folio 491.**

If, however, the said Mortgagor(s), his, her or their heirs, personal representatives or assigns, shall make the payments and perform the covenants herein on his, her or their part contained, then this mortgage shall be void.

And the said mortgagor(s) **CHRISTIAN F. GEORGE, JR. and BETTY LOU GEORGE, his wife,** for **themselves, their** heirs, personal representatives or assigns, covenant(s) with the said Annapolis Federal Savings and Loan Association, as follows:

- I. To repay the indebtedness, together with interest, as herein provided.
- II. To keep the buildings on the premises insured against loss by fire and other hazards for the benefit of the mortgagee in some company acceptable to the mortgagee, to the extent of its lien thereon, and to deliver the policy to the mortgagee.
- III. Not to remove or demolish any buildings now on the premises and to keep the improvements in as good order and repair as at the present time.
- IV. To pay all taxes, water rent, insurance, public dues and assessments of every kind whatsoever, for which the property hereby mortgaged may become liable when payable. The mortgagee being hereby authorized to pay the same, and the amount so paid shall then be added to the principal debt named herein and bear interest at the rate of 6% per annum from the date of said payment, and said mortgagee shall have a lien hereunder on said premises for the amount so paid, together with said interest thereon.
- V. That the holder of this mortgage in any action to foreclose it, shall be entitled (without regard to the adequacy of any security for the debt) to the appointment of a receiver to collect the rents and profits of said premises and account therefor as the Court may direct.
- VI. That should the title to the herein mortgaged property be acquired by any persons or corporation, other than the mortgagor(s), by voluntary or involuntary grant or assignment, by descent, inheritance, operation of law or in any other manner, without the mortgagee's written consent, then the whole of said principal sum shall become due and owing as herein provided.
- VII. That the whole of said principal sum shall become due after default in the payment of any monthly installment, as herein provided, for thirty days or after default in the performance of any of the foregoing covenants for thirty days, only, however, after notice and demand in either event having been served on the mortgagor(s) in person or by mail, to the mortgagors' last known address.

And it is agreed that until default is made, the said mortgagor(s), his, her or their heirs, personal representatives or assigns may retain possession of the mortgaged property.

And the said mortgagor(s) consent(s) that a decree may be passed for the sale of said property (the sale to take place after a default in any of the conditions of the mortgage, as herein provided), under the provisions of Section 720 to 732 inclusive, of Chapter 123, of the Laws of Maryland, passed at the January session in the year 1898—or any supplement thereto—or this mortgage may be foreclosed and the property herein described sold, at any time after default, by the said mortgagee, its successors or assigns, or by Samuel M. Ivrey, its duly constituted Attorney or Agent, under Article LXVI, Sections 6 to 10, inclusive, of the Maryland Code (1939) Public General Laws, or under any other General or Local Law of the State of Maryland relating to mortgages. And upon any sale of said property, under the powers herein granted, the proceeds shall be applied as follows:

First, to the payment of all expenses incident to said sale, including a commission to the party making sale of said property equal to the commission usually allowed Trustees for making sale of similar property by virtue of a Court having equity jurisdiction, and a reasonable Attorney's fee to the Attorney conducting the foreclosure proceedings, but not less than thirty-five dollars:

Second, to the extinguishment of all claims of the mortgagee, its successors or assigns; and

Third, the balance, if any, to the said mortgagor(s), his, her or their heirs, personal representatives or assigns.

AND the said Mortgagors, for **themselves, their** heirs, personal representatives and assigns do hereby covenant that immediately upon the first insertion of the notice of sales as aforesaid, under the powers hereby granted, there shall be and become due by them to the party inserting said advertisement, all expenses incident to said advertisement or notice, all court costs and expenses incident to the foreclosure proceedings under this Mortgage and a commission on the total Mortgage debt, principal and interest equal to one-half the percentage allowed as commissions to trustees making sale under decrees of the Circuit Court of Anne Arundel County in Equity, which said expenses, costs and commissions the said Mortgagors for **themselves, their** heirs, personal representatives, or assigns, hereby covenant to pay; and the said Mortgagee, its successors or assigns, or its Attorney or Agents, shall not be required to receive the principal and interest only of said Mortgage debt in satisfaction thereof, unless the same be accompanied by a tender of said expenses, costs and commissions, but said sale may be proceeded with, unless prior to the day appointed therefor, legal tender be made of said principal, interest, costs, expenses and commissions.

WITNESS the Hand(s) and Seal(s) of the said Mortgagor(s).

WITNESS:

Nancy S. Carpenter
Nancy S. Carpenter; as to both

Christian F. George, Jr. (SEAL)
Christian F. George, Jr. (SEAL)
Betty Lou George (SEAL)
Betty Lou George (SEAL)

State of Maryland, Anne Arundel County, to wit:

I HEREBY CERTIFY, that on this 3rd day of June in the year one thousand nine hundred and Sixty, before me, the subscriber, a Notary Public of the State of Maryland, in and for Anne Arundel County, personally appeared CHRISTIAN F. GEORGE, JR. and BETTY LOU GEORGE, his wife, the mortgagor(s) named in the foregoing mortgage and he, she or they acknowledged said mortgage to be his, her or their act. At the same time also appeared R. GARDINER CHANEY, President of Annapolis Federal Savings and Loan Association, a body corporate, the mortgagee, and made oath in due form of law that the consideration mentioned in said mortgage is true and bona fide as therein set forth.

As witness my hand and Notarial Seal.

My commission expires on

May 1 19 61.

Nancy S. Carpenter Notary Public.

10.00

Rec'd for record June 3 1960 at 3:52 P.M.
Mailed to Samuel M. Ivrey



Mortgage

FROM

CHRISTIAN F. GEORGE, JR. and

BETTY LOU GEORGE, his wife

TO

ANNAPOLIS FEDERAL SAVINGS AND
LOAN ASSOCIATION

Lt. 349, Shoreacres,
Third Elec. Dist.,
Property Anne Arundel Co., Md.

Received for record
19 at o'clock
Same day recorded in Liber
No. folio
the Land Records of Anne Arundel County
and examined per
Clerk.
Cost of Record \$ 10.00

SAMUEL M. IVREY
ATTORNEY AT LAW
144 GLOUCESTER STREET
ANNAPOLIS, MD.

Property:

Description approved

Execution approved

IN THE MATTER OF THE
MORTGAGED REAL ESTATE OF

CHRISTIAN F. GEORGE, JR. AND
BETTY LOU GEORGE, HIS WIFE

IN THE
CIRCUIT COURT
FOR
ANNE ARUNDEL COUNTY
NO. 15,925 EQUITY

: : : : : : : :

STATEMENT OF MORTGAGE DEBT

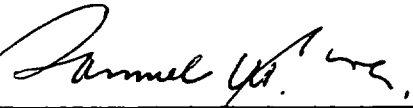
STATEMENT OF THE MORTGAGE CLAIM OF ANNAPOLIS FEDERAL SAVINGS AND
LOAN ASSOCIATION OF ANNAPOLIS, MARYLAND (FORMERLY ENTERPRISE FEDERAL SAVINGS
AND LOAN ASSOCIATION OF ANNAPOLIS, MARYLAND), UNDER MORTGAGE TO THE SAID
ASSOCIATION FROM CHRISTIAN F. GEORGE, JR. AND BETTY LOU GEORGE, HIS WIFE, SAID
MORTGAGE DATED JUNE 3, 1960 AND RECORDED AMONG THE LAND RECORDS OF ANNE
ARUNDEL COUNTY IN LIBER GTC 1396, FOLIO 186; SAID MORTGAGE BEING IN DEFAULT.

BALANCE DUE ON PRINCIPAL TO 10/31/63	\$12,623.71
INTEREST TO NOVEMBER 5, 1963	<u>10.50</u>
TOTAL	\$12,634.21

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

I HEREBY CERTIFY THAT ON THIS 14th DAY OF OCTOBER, 1963, BEFORE ME,
THE SUBSCRIBER, A NOTARY PUBLIC OF THE STATE AND COUNTY AFORESAID, PERSONALLY
APPEARED R. GARDINER CHANEY, PRESIDENT OF THE ANNAPOLIS FEDERAL SAVINGS AND
LOAN ASSOCIATION OF ANNAPOLIS, MARYLAND, AND MADE OATH IN OUE FORM OF LAW
THAT THE AFDREGDING IS A TRUE STATEMENT OF THE AMOUNT REMAINING DUE ON ITS
MORTGAGE CLAIM DESCRIBED HEREIN, AND THAT IT HAS NOT RECEIVED ANY SECURITY
OR ANY SATISFACTION THEREFOR OTHER THAN THE DEED OF MORTGAGE IN SAID STATEMENT
MENTIONED.

AS WITNESS MY HAND AND NOTARIAL SEAL.


SAMUEL M. IVREY, NOTARY PUBLIC

LAW OFFICES
SAMUEL M. IVREY
ANNAPOLIS, MD.

MY COMMISSION EXPIRES:
MAY 3, 1965.

FILED

1963 OCT 15 AM 11:10

MILITARY AFFIDAVIT UNDER SOLDIERS' AND SAILORS' CIVIL RELIEF ACT OF 1940 AND AMENDMENT THERETO OF OCTOBER 6, 1942.

IN THE MATTER OF THE	:	IN THE
MORTGAGED REAL ESTATE OF	:	CIRCUIT COURT
CHRISTIAN F. GEORGE, JR. AND	:	FOR
BETTY LOU GEORGE, HIS WIFE	:	ANNE ARUNDEL COUNTY
	:	NO. 15,925 EQUITY

: : : : : : : :

MILITARY AFFIDAVIT

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

I HEREBY CERTIFY THAT BEFORE ME, THE SUBSCRIBER, A NOTARY PUBLIC OF SAID STATE, IN AND FOR THE COUNTY AFORESAID, PERSONALLY APPEARED SAMUEL M. IVREY, SECRETARY OF THE ANNAPOLIS FEDERAL SAVINGS AND LOAN ASSOCIATION, AND MADE OATH IN DUE FORM OF LAW THAT HE KNOWS THE DEFENDANTS HEREIN, AND THAT TO THE BEST OF HIS KNOWLEDGE, INFORMATION AND BELIEF:

1. SAID DEFENDANTS ARE NOT IN THE MILITARY SERVICE OF THE UNITED STATES.
2. SAID DEFENDANTS ARE NOT IN THE MILITARY SERVICE OF ANY NATION ALLIED WITH THE UNITED STATES.
3. SAID DEFENDANTS HAVE NOT BEEN ORDERED TO REPORT FOR INDOCTINATION UNDER THE SELECTIVE TRAINING AND SERVICE ACT OF 1940 AS AMENDED.
4. SAID DEFENDANTS ARE NOT MEMBERS OF THE ENLISTED RESERVE CORPS WHO HAVE BEEN ORDERED TO REPORT FOR MILITARY SERVICE.

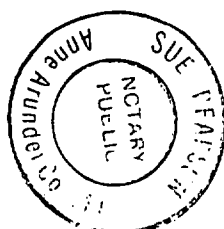
Samuel M. Ivrey

 SAMUEL M. IVREY, AFFIANT

SUBSCRIBED AND SWORN TO BEFORE ME,
 THIS 14th DAY OF OCTOBER, 1963.

Sue Pearson

 SUE PEARSON, NOTARY PUBLIC



FILED

503 OCT 15 AM 11:10

BOOK 151 PAGE 86
GLOBE INDEMNITY COMPANY
BOOK 12 PAGE 217

A New York Corporation

New York, N. Y.

EXECUTIVE OFFICE:
150 WILLIAM STREET
NEW YORK 38, NEW YORK
A STOCK COMPANY



Bond No. 430910

Equity #15,925

BOND

KNOW ALL MEN BY THESE PRESENTS: That we, Samuel M. Ivrey - - - - -
as Principal, and Globe Indemnity Company, a body corporate of the State of New York,
authorized to do business in the State of Maryland, as Surety, are held and firmly bound
unto the State of Maryland in the full and just sum of Thirteen Thousand Five Hundred
Dollars (\$13,500.00) current money, to be paid to the said State or its certain Attorneys
to which payment well and truly to be made and done we bind ourselves and each of us, our
and each of our heirs, executors and administrators, jointly and severally, firmly by
these presents, sealed with our seals and dated this 6th day of November
19 63 .

WHEREAS by virtue of a power of sale contained in a Mortgage from Christine
F. George, Jr. and Betty Lou George, his wife - - - bearing date on or about the 3rd
day of June , 19 60 , the said Samuel M. Ivrey - - - - -
is authorized and empowered to make sale of the property described in said Mortgage, in
case default should be made in the payment of the principal debt secured by said Mortgage
or in the interest thereon in whole or in part; and WHEREAS, default has been made in the
payment of the interest and principal aforesaid, and the said Samuel M. Ivrey
is about to execute said power and make sale of the property described as aforesaid in
said Mortgage.

NOW, THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, that if the above bounden
fulfill any order or decree which shall be made by any Court of Equity in relation to
the sale of such mortgaged property or the proceeds thereof, then the above obligation
shall be void and of no effect; otherwise to be and remain in full force and virtue in
law.

SIGNED, sealed and delivered in the presence of

1963 NOV - 11 AM 10:56

WITNESS:

Ethel M. Carle
Bond approved this 12 day of November, 1963
Louis N. Phipps Clerk
FILED

Samuel M. Ivrey (SEAL)
Samuel M. Ivrey PRINCIPAL

GLOBE INDEMNITY COMPANY, a body corporate
By *John H. Hopkins, IV*
John H. Hopkins, IV, Attorney-in-fact
SURETY

BOOK 151 PAGE 87
ROBERT H. CAMPBELL - - - Auctioneer

ATTORNEY'S SALE

OF VALUABLE

Improved Real Estate

SHOREACRES, ARNOLD,
THIRD ELECTION DISTRICT,
ANNE ARUNDEL COUNTY, MARYLAND

Under and by virtue of the power of sale contained in the mortgage from Christian F. George, Jr. and Betty Lou George, his wife, said mortgage dated June 3, 1960, and recorded among the land records of Anne Arundel County in Liber G.T.C. 1396, Folio 186, the undersigned, as Attorney named in the mortgage to foreclose in the event of default, default having occurred, will offer for sale at public auction at the COURT HOUSE DOOR, Annapolis, Maryland, on

Wednesday, November 6, 1963

AT 11:00 O'CLOCK, A.M.

All that lot of ground situate in the third Election District of Anne Arundel County, Maryland, being Lot 349 as shown on the plat of Shoreacres recorded among the Plat Records of Anne Arundel County in Plat Book 7, Folio 19.

BEING the same lot of ground conveyed to the within named mortgagors, Christian F. George, Jr. and Betty Lou George, his wife, by deed from Arthur M. Jones and Virginia E. Jones, his wife, dated June 3, 1960, and recorded among the land records of Anne Arundel County in Liber G.T.C. 1396, Folio 184.

THE SAID PROPERTY being improved by a frame dwelling, containing five rooms and bath, forced hot air heat, asbestos shingle roof.

TERMS OF SALE: A Deposit of ten per cent (10%) of the purchase price will be required of the purchaser or purchasers on the day of sale, balance of the purchase money with interest thereon at the rate of six percent (6%) per annum to be paid in cash upon final ratification of sale, taxes and all other assessments to be adjusted to the day of sale. For further particulars, apply to:

SAMUEL M. IVREY, Attorney Named
In The Mortgage
144 Duke of Gloucester Street
Annapolis, Maryland

FILED

1963 NOV 12 PM 2:10

6

AGREEMENT
AND
AFFIDAVIT BY PURCHASER

BOOK 151 PAGE 88

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

I HEREBY CERTIFY, THAT ON THIS 6TH DAY OF NOVEMBER, 1963, BEFORE ME,
THE SUBSCRIBER, A NOTARY PUBLIC OF THE STATE AND COUNTY AFORESAID, PERSONALLY
APPEARED R. GARDINER CHANEY, PRESIDENT OF ANNAPOLIS FEDERAL SAVINGS AND LOAN
ASSOCIATION,
WHO FIRST BEING ONLY SWORN, MADE OATH IN OUR FORM OF LAW AS FOLLOWS:

1. THAT HE/THEY/IT PURCHASED THE PROPERTY DESCRIBED ON THE REVERSE
SIDE HEREOF, AT AND FOR THE SUM OF \$ 5,000.00, A DEPOSIT OF \$ 500.00
MADE AT THE TIME AND PLACE OF SALE, AND AGREE TO COMPLY WITH THE TERMS OF SALE
AS SET FORTH IN THE ADVERTISEMENT OF SALE AND MANOBILL.

2. THAT HE/~~THEY~~ IS/~~ARE~~ AN OFFICER OF ANNAPOLIS FEDERAL
SAVINGS AND LOAN ASSOCIATION.

3. THAT THERE ARE NO OTHER PERSONS WHO ARE INTERESTED AS PRINCIPALS.

4. THAT THE PURCHASER HAS NOT DIRECTLY OR INDIRECTLY DISCOURAGED ANYONE
FROM BIDDING FOR THE SAID PROPERTY.

WITNESS:

Brandon O'Dwyer

Robert H. Campbell
ROBERT H. CAMPBELL, AUCTIONEER

ANNAPOLIS FEDERAL SAVINGS AND
LOAN ASSOCIATION (SEAL)

BY: R. Gardiner Chaney (SEAL)
R. GARDINER CHANEY, PRESIDENT

Samuel M. Ivrey
SAMUEL M. IVREY, NOTARY PUBLIC

FILED

1963 NOV 12 PM 2:10

IN THE MATTER OF THE
MORTGAGED REAL ESTATE OF
CHRISTIAN F. GEORGE, JR.
AND BETTY LOU GEORGE, HIS
WIFE

IN THE
CIRCUIT COURT
FOR
ANNE ARUNDEL COUNTY
NO. 15,925 EQUITY

* * * * *

ATTORNEY'S REPORT OF SALE

TO THE HONORABLE, THE JUDGES OF SAID COURT:

THE REPORT OF SAMUEL M. IVREY, ATTORNEY, FILED IN THESE PROCEEDINGS
AUTHORIZED TO MAKE SALE OF THE PROPERTY THEREIN MENTIONED IN THE EVENT OF
DEFAULT THEREUNDER RESPECTFULLY SHOWS:

THAT THE SAID MORTGAGE, BEING IN DEFAULT, HAVING GIVEN BOND WITH
SURETY WHICH WAS DULY APPROVED AND HAVING GIVEN 20 DAYS NOTICE OF TIME, PLACE,
MANNER AND TERMS OF SALE BY ADVERTISEMENT IN THE EVENING CAPITAL, A NEWSPAPER
PRINTED AND PUBLISHED IN ANNE ARUNDEL COUNTY, HE DID, PURSUANT TO SAID NOTICE
OF SALE, ATTEND IN PERSON AT THE COURTHOUSE DOOR, IN THE CITY OF ANNAPOLIS,
MARYLAND, ON WEDNESDAY, NOVEMBER 6, 1963, AT 11:00 O'CLOCK A.M., THE TIME, AND
PLACE MENTIONED IN SAID ADVERTISEMENT AND THEN AND THERE IN THE PRESENCE OF
A NUMBER OF PERSONS, DID PROCEED TO SELL AT PUBLIC SALE THE PROPERTY MENTIONED
IN SAID MORTGAGE, TO WIT:

ALL THAT LOT OF GROUND SITUATE IN THE THIRD ELECTION DISTRICT OF ANNE
ARUNDEL COUNTY, MARYLAND, BEING LOT 349 AS SHOWN ON THE PLAT OF SHOREACRES
RECORDED AMONG THE PLAT RECORDS OF ANNE ARUNDEL COUNTY IN PLAT BOOK 7, FOLIO 19.

BEING THE SAME LOT OF GROUND CONVEYED TO THE WITHIN NAMED MORTGAGORS,
CHRISTIAN F. GEORGE, JR. AND BETTY LOU GEORGE, HIS WIFE, BY DEED FROM ARTHUR
M. JONES AND VIRGINIA E. JONES, HIS WIFE, DATED JUNE 3, 1960, AND RECORDED
AMONG THE LAND RECORDS OF ANNE ARUNDEL COUNTY IN LIBER GTC 1396, FOLIO 184.

SAID PROPERTY BEING SOLD TO ANNAPOLIS FEDERAL SAVINGS AND LOAN
ASSOCIATION, OF ANNAPOLIS, MARYLAND, A BODY CORPORATE, DULY INCORPORATED UNDER
THE LAWS OF THE UNITED STATES OF AMERICA, AT AND FOR THE SUM OF \$5,000.00, IT
BEING AT THAT PRICE THEN AND THERE, THE HIGHEST BIDDER THEREFOR.

FILED
1963 NOV 12 PM 2:10

THE SAID PURCHASER HAS AGREED TO COMPLY WITH THE TERMS OF SALE.

THE AGREEMENT OF THE PURCHASER, CERTIFICATE OF THE AUCTIONEER AND REPORT OF SALE ARE FILED HERewith, ALL OF WHICH IS RESPECTFULLY SUBMITTED.

AND AS IN DUTY BOUND, ETC.

Samuel M. Ivrey, att.

SAMUEL M. IVREY, ATTORNEY
NAMED IN THE MORTGAGE

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

I HEREBY CERTIFY THAT ON THIS 6TH DAY OF NOVEMBER, 1963, BEFORE ME, THE SUBSCRIBER, A NOTARY PUBLIC OF THE STATE OF MARYLAND, IN AND FOR THE COUNTY AFORESAID, PERSONALLY APPEARED SAMUEL M. IVREY, ATTORNEY NAMED IN THE MORTGAGE, AND MADE OATH IN DUE FORM OF LAW THAT THE MATTERS AND FACTS STATED IN THE AFOREGOING REPORT OF SALE ARE TRUE, AS THEREIN SET FORTH, AND THAT THE SALE WAS FAIRLY MADE.

Sue Pearson
SUE PEARSON, NOTARY PUBLIC

MY COMMISSION EXPIRES:

MAY 3, 1965



ORDER NISI

IN THE MATTER OF THE
MORTGAGED REAL ESTATE OF CHRISTIAN
F. GEORGE, JR. AND BETTY LOU GEORGE,
HIS WIFE

~~PERSON~~

BOOK 151 PAGE 91

CIRCUIT COURT

FOR
ANNE ARUNDEL COUNTY

No. 15,925 Equity

Ordered, this 12th day of November, 1963, That the sale of the property in these proceedings mentioned made and reported by Samuel M. Ivrey, Attorney

BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 16th day of December next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 16th day of December next.

The report states that the amount of sale was \$ 5,000.00.

Louis N. Phipps

Clerk.

True Copy,
Samuel M. Ivrey, Atty.

TEST: For the Evening Capital (Nov. 14th Edition) Clerk.

(Final Order)

IN THE MATTER OF THE MORTGAGED
REAL ESTATE OF CHRISTIAN F. GEORGE,
JR. AND BETTY LOU GEORGE, HIS WIFE

CIRCUIT COURT

FOR
ANNE ARUNDEL COUNTY

Term, 19

ORDERED BY THE COURT, This 17th day of December, 1963 that the sale made and reported by the Attorney aforesaid, be and the same is hereby finally Ratified and Confirmed no cause to the contrary having been shown, although due notice appears to have been given as required by the Order Nisi, passed in said cause; and the Attorney allowed the usual commissions and such proper expenses as he shall produce vouchers for the Auditor.

George Laake
JUDGE.

FILED

DEC 17 1963

Samuel M. Ivrey, Attorney
144 Duke of Gloucester St.
Annapolis, Md.

Attorney's

Sale

Of Valuable

Improved Real Estate

Shoreacres, Arnold,
Third Election District,

Anne Arundel County, Maryland

Under and by virtue of the power of sale contained in the mortgage from Christian F. George, Jr. and Betty Lou George, his wife, said mortgage dated June 3, 1960, and recorded

among the Land Records of Anne Arundel County in Liber GTC 1396, folio 186, the undersigned, as Attorney named in the Mortgage to foreclose in the event of default, default having occurred, will offer for sale at public auction at the COURT HOUSE DOOR, Annapolis, Maryland, on

Wed., Nov. 6, 1963
at 11:00 O'clock A.M.

ALL THAT LOT OF GROUND situate in the Third Election District of Anne Arundel County, Maryland, being Lot 349 as shown on the Plat of Shoreacres recorded among the Plat Records of Anne Arundel County in Plat Book 7, folio 19.

BEING the same lot of ground conveyed to the within named Mortgagors, Christian F. George, Jr. and Betty Lou George, his wife, by deed from Arthur M. Jones and Virginia E. Jones, his wife, dated June 3, 1960, and recorded among the Land Records of Anne Arundel County in Liber GTC 1396, folio 184.

No.

14 THE SAID PROPERTY being improved by a frame dwelling, containing five rooms and bath, forced hot air heat, asbestos shingle roof.

TERMS OF SALE: A Deposit of ten per cent (10 per cent) of the purchase price will be required of the purchaser or purchasers on the day of sale, balance of the purchase money with interest thereon at the rate of six per cent (6 per cent) per annum to be paid in cash upon final ratification of sale, taxes and all other assessments to be adjusted to the day of sale. Four further particulars, apply to:

SAMUEL M. IVREY,
Attorney named in the
Mortgage
144 Duke of Gloucester
Street
Annapolis, Maryland

ROBERT H. CAMPBELL,
Auctioneer

N-5

OFFICE OF

Evening Capital

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

CERTIFICATE OF PUBLICATION

Annapolis, Md., November 9, 1963

We hereby certify, that the annexed

Attorney's Sale

Christian F. George, Jr.

was published in

Evening Capital

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4

successive weeks before the 6th

day of November, 1963. The first

insertion being made the 15th

day of October, 1963.

THE CAPITAL-GAZETTE PRESS, INC.

503 NOV 12

By

W. B. Tilghman

BOOK 151
PAGE 92

Order Nisi

IN THE CIRCUIT COURT FOR
ANNE ARUNDEL COUNTY
No. 15,925 EQUITY

IN THE MATTER OF THE
MORTGAGED REAL ESTATE
OF CHRISTIAN F. GEORGE,
JR., AND BETTY LOU
GEORGE, HIS WIFE

Ordered, this 12th day of November, 1963, That the sale of the property in these proceedings mentioned made and reported by Samuel M. Ivrey, Attorney, BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 16th day of December next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 16th day of December next.

The report states that the amount of sale was \$5,000.00.

LOUIS N. PHIPPS, Clerk.

True Copy, TEST:

LOUIS N. SHIPPS, Clerk.

D-5

OFFICE OF

Evening Capital

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

BOOK 151 PAGE 93

CERTIFICATE OF PUBLICATION

Annapolis, Md., December 6, 1963

We hereby certify, that the annexed

Order Nisi Sale
Eg 15,925

Christian F. George, Jr

was published in

Evening Capital

a newspaper published in the City of Annapolis, Anne Arundel

County, Maryland, once a week for 4

successive weeks before the 16th

day of December, 1963. The first

insertion being made the 14th day of

November, 1963.

FILED

THE CAPITAL-GAZETTE PRESS, INC.

✓
12 No. E. C. 7382

1963 DEC -9 AM 10:45

By

H. Tilghman

In the Case of

IN THE MATTER OF THE MORTGAGED REAL ESTATE OF
CHRISTIAN F. GEORGE, JR. AND BETTY LOU GEORGE,
HIS WIFE.

VS.

In the
Circuit Court

For

Anne Arundel County

No. 15,925

Equity

To the Honorable, the Judges of said Court:

The Auditor reports to the Court that he has examined the proceedings in the above entitled cause, and from them he has stated the within account, and that he has this day given notice of the filing of this account to all parties and persons who have filed a claim to the proceeds of sale herein, in accordance with General Equity Rule #595.

All of which is respectfully submitted.
December 24, 1963

John H. Hopkins, IV
John H. Hopkins, IV

Auditor.

FINAL ORDER

ORDERED BY THE COURT, this 9th day of January, 19 64, that the foregoing Report and Account of the Auditor be and the same is hereby finally ratified and confirmed, no cause to the contrary having been shown, and that the Trustee apply the proceeds accordingly with a due proportion of interest as the same has been or may be received.

Louis N. Phipps
Clerk
Per: *L. Murphy*, deputy

FILED

1964 JAN -9 AM 9:19

Dr. In The Matter Of The Mortgaged Real Estate of
Christian F. George, Jr. and Betty Lou George, his wife

BOOK 151 PAGE 95

In Acct. with Samuel M. Ivrey, Attorney named in Mortgage

Cr.

1963						
Nov.	6	Proceeds of sale	5,000	00	5,000	00
		Refund 1963 County and State Taxes, adj.				
		11/6/63 to 12/31/63 (190.99)	28	88	28	88
					5,028	88
		To Attorney for fee, viz:	35	00		
		To Attorney for Commissions, viz:	180	00	215	00
		To Attorney for Court Costs, viz:				
		Plaintiffs solicitors appearance fee	10	00		
		Clerk of Courts - Court costs	28	00		
		Auditor - stating this account	22	50	60	50
		To Attorney for expenses, viz:				
		Capital Gazette Press - Advertising sale	66	52		
		Capital Gazette Press - Order nisi, sale	15	00		
		Speer Publications - Handbills	17	00		
		Globe Indemnity Company - Bond premium	54	00		
		Robert H. Campbell - Auctioneers fee	45	00		
		One-half cost documentary stamps	8	25		
		Sue Pearson - Notary fees	1	00	206	77
		To Annapolis Federal Savings & Loan Assn.				
		this balance on account of claim filed	4,546	61	4,546	61
					5,028	88

[illegible]

BOOK 151 PAGE 97

IN THE MATTER OF THE
MORTGAGED REAL ESTATE OF
EDWARD F. GIDDINGS AND
ARIEL E. GIDDINGS, HIS WIFE

IN THE
CIRCUIT COURT
FOR
ANNE ARUNDEL COUNTY
NO. 15,926 EQUITY

: : : : : : : : : : : :

MR. CLERK:

PLEASE DOCKET THIS CASE, FILE THE ORIGINAL MORTGAGE, STATEMENT OF
MORTGAGE DEBT AND MILITARY AFFIDAVIT.

Samuel M. Ivrey, atty.

SAMUEL M. IVREY,
ATTORNEY NAMED IN THE MORTGAGE

FILED

1963 OCT 15 AM 11:10

No 15,956

Form No. 1—County Fee

BOOK 1594 PAGE 251

BOOK 151 PAGE 98

PURCHASE MONEY
This Mortgage,

made this 7th day of September, in the year one thousand nine hundred and Sixty-two, between EDWARD F. GIDDINGS and ARIEL E. GIDDINGS, his wife, of Anne Arundel County, in the State of Maryland, Mortgagor (s), and

Annapolis Federal Savings and Loan Association (formerly Enterprise Federal Savings and Loan Association of Annapolis) a body corporate, duly incorporated, Mortgagee.

Whereas the said Annapolis Federal Savings and Loan Association, has this day loaned to EDWARD F. GIDDINGS and ARIEL E. GIDDINGS, his wife, the sum of SEVEN THOUSAND FIVE HUNDRED AND NO/100 - - - - - (\$7,500.00) dollars, being the balance of the purchase money for the Property herein described, which said sum the said Mortgagor(s) agree(s) to repay in installments with interest thereon from the date hereof, at the rate of 6 % per annum, in the manner following:

By the payment of SIXTY-THREE AND 29/100 - - - - - (\$63.29) dollars plus one-twelfth of the annual taxes, insurance premiums, and other public charges and assessments on or before the first day of each and every month from the date hereof, until the whole of said principal sum and interest shall be paid, which interest shall be computed by the calendar month.

The said installment payments may be applied by the mortgagee in the following order:

FIRST: To the payment of interest;

SECOND: To the payment of all taxes, assessments or public charges of every nature and description, insurance premiums and other charges affecting the hereinafter described premises;

THIRD: Towards the payment of the aforesaid principal sum;

FOURTH: This loan may be prepaid in whole or in part at any time, except that the association may charge ninety days' interest on that part of a prepayment in any one year which exceeds 20% of the original amount of the loan.

The due execution of this mortgage having been a condition precedent to the granting of said advance.

Now therefore, this mortgage witnesseth, that in consideration of the premises and of one dollar, the said EDWARD F. GIDDINGS and ARIEL E. GIDDINGS, his wife,

do(th) grant, convey and assign unto said Annapolis Federal Savings and Loan Association, its successors and assigns, all those lots, pieces, or parcels of ground situate, lying and being in the First election district of Anne Arundel County, State of Maryland, and described as follows:

ALL THOSE LOTS OF GROUND situate in the First Election District of Anne Arundel County, Maryland, being Lots Nos. 2537, 2538, 2539, 2540 and 2541 as shown on the Second Map of Woodland Beach recorded among the Plat Records of Anne Arundel County in Plat Cabinet 1, Rod Y, Plat 10, now Plat Book 8, Folio 12.

BEING the same property conveyed to the within named mortgagors, Edward F. Giddings and Ariel E. Giddings, his wife, from Helen G. Gilmartin, by deed of even date and recorded or intended to be recorded among the Land Records of Anne Arundel County immediately prior hereto.

FILED

1963 OCT 15 AM 11:10

The mortgagor agrees to pay a late charge not to exceed 4% of any installment which is not paid within 15 days of the due date thereof to cover the extra expense involved in handling delinquent payments.

This mortgage is made under and subject to the provisions of Article 66 of the Public General Laws of Maryland, and any supplement amendment, or addition thereto.

It is hereby agreed that this mortgage shall also secure future advances as provided by Chapter 923 of the Laws of Maryland passed at the January session in the year 1945 or any supplement thereto.

Together with the improvements thereon, and the rights or appurtenances thereto belonging or appertaining.

To have and to hold the said lot(s) of ground and premises unto the said body corporate, party hereto of the second part, its successors and assigns, in fee simple, forever.

If, however, the said Mortgagor(s), his, her or their heirs, personal representatives or assigns, shall make the payments and perform the covenants herein on his, her or their part contained, then this mortgage shall be void.

And the said mortgagor(s) EDWARD F. GIDDINGS and ARIEL E. GIDDINGS, his wife for themselves, their heirs, personal representatives or assigns, covenant(s) with the said Annapolis Federal Savings and Loan Association, as follows:

- I. To repay the indebtedness, together with interest, as herein provided.
- II. To keep the buildings on the premises insured against loss by fire and other hazards for the benefit of the mortgagee in some company acceptable to the mortgagee, to the extent of its lien thereon, and to deliver the policy to the mortgagee.
- III. Not to remove or demolish any buildings now on the premises and to keep the improvements in as good order and repair as at the present time.
- IV. To pay all taxes, water rent, insurance, public dues and assessments of every kind whatsoever, for which the property hereby mortgaged may become liable when payable. The mortgagee being hereby authorized to pay the same, and the amount so paid shall then be added to the principal debt named herein and bear interest at the rate of 6% per annum from the date of said payment, and said mortgagee shall have a lien hereunder on said premises for the amount so paid, together with said interest thereon.
- V. That the holder of this mortgage in any action to foreclose it, shall be entitled (without regard to the adequacy of any security for the debt) to the appointment of a receiver to collect the rents and profits of said premises and account therefor as the Court may direct.
- VI. That should the title to the herein mortgaged property be acquired by any persons or corporation, other than the mortgagor(s), by voluntary or involuntary grant or assignment, by descent, inheritance, operation of law or in any other manner, without the mortgagee's written consent, then the whole of said principal sum shall become due and owing as herein provided.
- VII. That the whole of said principal sum shall become due after default in the payment of any monthly installment, as herein provided, for thirty days or after default in the performance of any of the foregoing covenants for thirty days, only, however, after notice and demand in either event having been served on the mortgagor(s) in person or by mail, to the mortgagors' last known address.

And it is agreed that until default is made, the said mortgagor(s), his, her or their heirs, personal representatives or assigns may retain possession of the mortgaged property.

And the said mortgagor(s) consent(s) that a decree may be passed for the sale of said property (the sale to take place after a default in any of the conditions of the mortgage, as herein provided), under the provisions of Section 720 to 732 inclusive, of Chapter 123, of the Laws of Maryland, passed at the January session in the year 1898—or any supplement thereto—or this mortgage may be foreclosed and the property herein described sold, at any time after default, by the said mortgagee, its successors or assigns, or by Samuel M. Ivrey, its duly constituted Attorney or Agent, under Article LXVI, Sections 6 to 10, inclusive, of the Maryland Code (1939) Public General Laws, or under any other General or Local Law of the State of Maryland relating to mortgages. And upon any sale of said property, under the powers herein granted, the proceeds shall be applied as follows:

First, to the payment of all expenses incident to said sale, including a commission to the party making sale of said property equal to the commission usually allowed Trustees for making sale of similar property by virtue of a Court having equity jurisdiction, and a reasonable Attorney's fee to the Attorney conducting the foreclosure proceedings, but not less than one hundred dollars:

Second, to the extinguishment of all claims of the mortgagee, its successors or assigns; and

Third, the balance, if any, to the said mortgagor(s), his, her or their heirs, personal representatives or assigns.

AND the said Mortgagor s, for themselves, their heirs, personal representatives and assigns do hereby covenant that immediately upon the first insertion of the notice of sales as aforesaid, under the powers hereby granted, there shall be and become due by them to the party inserting said advertisement, all expenses incident to said advertisement or notice, all court costs and expenses incident to the foreclosure proceedings under this Mortgage and a commission on the total Mortgage debt, principal and interest equal to one-half the percentage allowed as commissions to trustees making sale under decrees of the Circuit Court of Anne Arundel County in Equity, which said expenses, costs and commissions the said Mortgagor for themselves, their heirs, personal representatives, or assigns, hereby covenant to pay; and the said Mortgagee, its successors or assigns, or its Attorney or Agents, shall not be required to receive the principal and interest only of said Mortgage debt in satisfaction thereof, unless the same be accompanied by a tender of said expenses, costs and commissions, but said sale may be proceeded with, unless prior to the day appointed therefor, legal tender be made of said principal, interest, costs, expenses and commissions.

WITNESS the Hand(s) and Seal(s) of the said Mortgagor(s).

WITNESS:

Samuel M. Ivrey
SAMUEL M. IVREY

Edward F. Giddings
EDWARD F. GIDDINGS

Ariel E. Giddings
ARIEL E. GIDDINGS

5

State of Maryland, Anne Arundel County, to wit:

I HEREBY CERTIFY, that on this 7th day of September in the year one thousand nine hundred and Sixty-two, before me, the subscriber, a Notary Public of the State of Maryland, in and for Anne Arundel County, personally appeared

EDWARD F. GIDDINGS and ARIEL E. GIDDINGS, his wife, the mortgagor(s) named in the foregoing mortgage and he, she or they acknowledged said mortgage to be his, her or their act. At the same time also appeared R. GARDINER CHANEY, President of Annapolis Federal Savings and Loan Association, a body corporate, the mortgagee, and made oath in due form of law that the consideration mentioned in said mortgage is true and bona fide as therein set forth.

As witness my hand and Notarial Seal.



My commission expires on 19 63

1000

Samuel M. Ivrey
Samuel M. Ivrey Notary Public.

Rec'd for record Sept. 11, 1962 at 4:56 P.M.
Mailed to Samuel M. Ivrey

Mortgage

FROM

EDWARD F. GIDDINGS and

ARIEL E. GIDDINGS, his wife

TO

ANNAPOLIS FEDERAL SAVINGS AND
LOAN ASSOCIATION

Property Lots 2537, 2538, 2539, 2540 and 2541, Woodland Beach, 1st Election District, Anne Arundel Co.
Received for record 011017691
19 at 11:11 A.M. 11/11/62
Same day recorded in Liber 111
No. folio 111 & 112
the Land Records of Anne Arundel County

and examined per

Clerk.

Cost of Record \$ 10.00

SAMUEL M. IVREY
ATTORNEY AT LAW
144 GLOUCESTER STREET
ANNAPOLIS, MD.

Property:

Description approved

Execution approved

IN THE MATTER OF THE
MORTGAGED REAL ESTATE OF
EDWARD F. GIDDINGS AND
ARIEL E. GIDDINGS, HIS WIFE

IN THE
CIRCUIT COURT
FOR
ANNE ARUNDEL COUNTY
NO. 15, 926 EQUITY

: : : : : : : : : : :

STATEMENT OF MORTGAGE DEBT

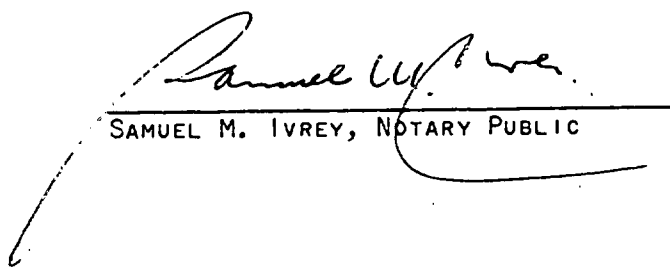
STATEMENT OF THE MORTGAGE CLAIM OF ANNAPOLIS FEDERAL SAVINGS AND
LOAN ASSOCIATION OF ANNAPOLIS, MARYLAND (FORMERLY ENTERPRISE FEDERAL SAVINGS
AND LOAN ASSOCIATION OF ANNAPOLIS, MARYLAND), UNDER MORTGAGE TO THE SAID
ASSOCIATION FROM EDWARD F. GIDDINGS AND ARIEL E. GIDDINGS, HIS WIFE, SAID
MORTGAGE DATED SEPTEMBER 7, 1962 AND RECORDED AMONG THE LAND RECORDS OF ANNE
ARUNDEL COUNTY IN LIBER LNP 1594, FOLIO 251; SAID MORTGAGE BEING IN DEFAULT.

BALANCE DUE ON PRINCIPAL TO 10/31/63	\$7,605.83
INTEREST TO NOVEMBER 5, 1963	<u>6.30</u>
TOTAL	\$7,612.13

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

I HEREBY CERTIFY THAT ON THIS 11th DAY OF OCTOBER, 1963, BEFORE ME,
THE SUBSCRIBER, A NOTARY PUBLIC OF THE STATE AND COUNTY AFORESAID, PERSONALLY
APPEARED R. GAROINER CHANEY, PRESIDENT OF THE ANNAPOLIS FEDERAL SAVINGS AND
LOAN ASSOCIATION OF ANNAPOLIS, MARYLAND, AND MADE OATH IN DUE FORM OF LAW
THAT THE AFOREGOING IS A TRUE STATEMENT OF THE AMOUNT REMAINING DUE ON ITS
MORTGAGE CLAIM DESCRIBED HEREIN, AND THAT IT HAS NOT RECEIVED ANY SECURITY
OR ANY SATISFACTION THEREFOR OTHER THAN THE DEED OF MORTGAGE IN SAID STATEMENT
MENTIONED.

AS WITNESS MY HAND AND NOTARIAL SEAL.


SAMUEL M. IVREY, NOTARY PUBLIC

LAW OFFICES
SAMUEL M. IVREY
ANNAPOLIS, MD.

MY COMMISSION EXPIRES:

MAY 3, 1965.

FILED

1963 OCT 15 AM 11:10

MILITARY AFFIDAVIT UNDER SOLDIERS' AND SAILORS' CIVIL RELIEF ACT OF 1940 AND AMENDMENT THERETO OF OCTOBER 6, 1942.

IN THE MATTER OF THE	:	IN THE
MORTGAGED REAL ESTATE OF	:	CIRCUIT COURT
EDWARD F. GIDDINGS AND	:	FOR
ARIEL E. GIDDINGS, HIS WIFE	:	ANNE ARUNDEL COUNTY
	:	NO. 15,926 EQUITY
:	:	:
:	:	:
:	:	:
:	:	:

MILITARY AFFIDAVIT

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

I HEREBY CERTIFY THAT BEFORE ME, THE SUBSCRIBER, A NOTARY PUBLIC OF SAID STATE, IN AND FOR SAID COUNTY, PERSONALLY APPEARED SAMUEL M. IVREY, SECRETARY OF THE ANNAPOLIS FEDERAL SAVINGS AND LOAN ASSOCIATION, AND MADE OATH IN DUE FORM OF LAW THAT HE KNOWS THE DEFENDANTS HEREIN, AND THAT TO THE BEST OF HIS KNOWLEDGE, INFORMATION AND BELIEF:

1. SAID DEFENDANTS ARE NOT IN THE MILITARY SERVICE OF THE UNITED STATES.
2. SAID DEFENDANTS ARE NOT IN THE MILITARY SERVICE OF ANY NATION ALLIED WITH THE UNITED STATES.
3. SAID DEFENDANTS HAVE NOT BEEN ORDERED TO REPORT FOR INDOCTION UNDER THE SELECTIVE TRAINING AND SERVICE ACT OF 1940 AS AMENDED.
4. SAID DEFENDANTS ARE NOT MEMBERS OF THE ENLISTED RESERVE CORPS WHO HAVE BEEN ORDERED TO REPORT FOR MILITARY SERVICE.

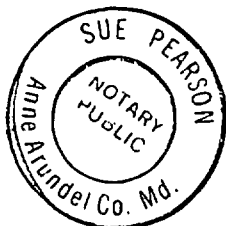
Samuel M. Ivrey

 SAMUEL M. IVREY, AFFIANT

SUBSCRIBED AND SWORN TO BEFORE ME,
 THIS 11TH DAY OF OCTOBER, 1963.

Sue Pearson

 SUE PEARSON, NOTARY PUBLIC



FILED

1963 OCT 15 AM 11:10

GLOBE INDEMNITY COMPANY

A New York Corporation

New York, N. Y.

BOOK 151 PAGE 104

BOOK 12 PAGE 218

EXECUTIVE OFFICE
150 WILLIAM STREET
NEW YORK 38, NEW YORK
A STOCK COMPANY

Equity #15,926

Bond No. 430909

BOND

KNOW ALL MEN BY THESE PRESENTS: That we, Samuel M. Ivrey - - - - - as Principal, and Globe Indemnity Company, a body corporate of the State of New York, authorized to do business in the State of Maryland, as Surety, are held and firmly bound unto the State of Maryland in the full and just sum of Eight Thousand Five Hundred Dollars (\$8,500.00) - - - - current money, to be paid to the said State or its certain Attorneys, to which payment well and truly to be made and done we bind ourselves and each of us, our and each of our heirs, executors and administrators, jointly and severally, firmly by these presents, sealed with our seals and dated this 6th day of November, 19 63 .

WHEREAS by virtue of a power of sale contained in a Mortgage from Edward F. Giddings and Ariel E. Giddings, his wife - - - bearing date on or about the 2nd day of September , 19 62 , the said Samuel M. Ivrey - - - - - is authorized and empowered to make sale of the property described in said Mortgage, in case default should be made in the payment of the principal debt secured by said Mortgage or in the interest thereon in whole or in part; and WHEREAS, default has been made in the payment of the interest and principal aforesaid, and the said Samuel M. Ivrey - - - - - is about to execute said power and make sale of the property described as aforesaid in said Mortgage.

NOW, THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, that if the above ' bounden fulfill any order or decree which shall be made by any Court of Equity in relation to the sale of such mortgaged property or the proceeds thereof, then the above obligation shall be void and of no effect; otherwise to be and remain in full force and virtue in law.

SIGNED, sealed and delivered in the presence of

WITNESS:

Ethel M. Carle
Ethel M. Carle

Samuel M. Ivrey
Samuel M. Ivrey

(SEAL) PRINCIPAL

GLOBE INDEMNITY COMPANY, a body corporate

By *John H. Hopkins, IV*
John H. Hopkins, IV, Attorney-in-Fact

FILED

Bond approved this 6 day of Nov, 1963

SURETY

James M. Shipper
James M. Shipper, Clerk

ROBERT H. CAMPBELL - - - -

BOOK 151 PAGE 105

Auctioneer

ATTORNEY'S SALE

OF VALUABLE

Improved Real Estate

5 LOTS ON SHORE DRIVE WOODLAND BEACH
FIRST ELECTION DISTRICT
ANNE ARUNDEL COUNTY, MARYLAND

Under and by virtue of the power of sale contained in the Mortgage from Edward F. Giddings and Ariel E. Giddings, his wife, said mortgage dated September 7, 1962, and recorded among the Land Records of Anne Arundel County in Liber LNP 1594, folio 251, the undersigned, as Attorney named in the Mortgage to foreclose in the event of default, default having occurred, will offer for sale at public auction at the COURT HOUSE DOOR, Annapolis, Maryland on

Wednesday, November 6, 1963

AT 11:30 O'CLOCK A.M.

ALL THOSE LOTS OF GROUND situate in the First Election District of Anne Arundel County, Maryland, being Lots Nos. 2537, 2538, 2539, 2540 and 2541 as shown on the Second Map of Woodland Beach recorded among the Plat Records of Anne Arundel County in Plat Cabinet 1, Rod Y, Plat 10, now Plat Book 8, folio 12.

BEING the same lots of ground conveyed to the within named Mortgagors, Edward F. Giddings and Ariel E. Giddings, his wife, by deed from Helen G. Gilmartin, dated September 7, 1962, and recorded among the Land Records of Anne Arundel County in Liber LNP 1594, folio 249.

THE SAID PROPERTY being improved by a solid brick dwelling, containing 6 rooms and bath, oil space heat, asbestos shingle roof.

TERMS of SALE: A deposit of ten per cent (10%) of the purchase price will be required of the purchaser or purchasers on the day of sale, balance of the purchase money with interest thereon at the rate of six per cent (6%) per annum to be paid in cash upon final ratification of sale, taxes and all other assessments to be adjusted to the day of sale. For further particulars, apply to:

SAMUEL M. IVREY, Attorney named
In The Mortgage
144 Duke of Gloucester Street
Annapolis, Maryland

FILED

1963 NOV 12 PM 2:10

b

1-
AGREEMENT
AND
AFFIDAVIT BY PURCHASER

BOOK 151 PAGE 106

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

I HEREBY CERTIFY, THAT ON THIS 6TH DAY OF NOVEMBER, 1963, BEFORE ME,
THE SUBSCRIBER, A NOTARY PUBLIC OF THE STATE AND COUNTY AFORESAID, PERSONALLY
APPEARED R. GARDINER CHANEY, PRESIDENT OF ANNAPOLIS FEDERAL SAVINGS AND LOAN
ASSOCIATION
WHO FIRST BEING ONLY SWORN, MADE OATH IN OUR FORM OF LAW AS FOLLOWS:

1. THAT HE/THEY/IT PURCHASED THE PROPERTY DESCRIBED ON THE REVERSE
SIDE HEREOF, AT AND FOR THE SUM OF \$ 7,500.00, A DEPOSIT OF \$ 750.00
MADE AT THE TIME AND PLACE OF SALE, AND AGREE TO COMPLY WITH THE TERMS OF SALE
AS SET FORTH IN THE ADVERTISEMENT OF SALE AND HANOBILL.
2. THAT HE/~~THEY~~/IT IS/~~ARE~~ AN OFFICER OF ANNAPOLIS FEDERAL
SAVINGS AND LOAN ASSOCIATION.
3. THAT THERE ARE NO OTHER PERSONS WHO ARE INTERESTED AS PRINCIPALS.
4. THAT THE PURCHASER HAS NOT DIRECTLY OR INDIRECTLY DISCOURAGED ANYONE
FROM BIDDING FOR THE SAID PROPERTY.

WITNESS:

Brendan O'Dwyer

Robert H. Campbell
ROBERT H. CAMPBELL, AUCTIONEER

ANNAPOLIS FEDERAL SAVINGS AND
LOAN ASSOCIATION (SEAL)

BY: R. Gardiner Chaney (SEAL)
R. GARDINER CHANEY, PRESIDENT

Samuel M. Ivrey
SAMUEL M. IVREY, NOTARY PUBLIC

FILED

1963 NOV 12 PM 2:10

IN THE MATTER OF THE
MORTGAGED REAL ESTATE OF
EDWARD F. GIDDINGS AND
ARIEL E. GIDDINGS, HIS WIFE

IN THE
CIRCUIT COURT
FOR
ANNE ARUNDEL COUNTY
NO. 15,926 EQUITY

* * * * *

ATTORNEY'S REPORT OF SALE

TO THE HONORABLE, THE JUDGES OF SAID COURT:

THE REPORT OF SAMUEL M. IVREY, ATTORNEY, FILED IN THESE PROCEEDINGS AUTHORIZED TO MAKE SALE OF THE PROPERTY THEREIN MENTIONED IN THE EVENT OF DEFAULT THEREUNDER RESPECTFULLY SHOWS:

THAT THE SAID MORTGAGE, BEING IN DEFAULT, HAVING GIVEN BOND WITH SURETY WHICH WAS DULY APPROVED AND HAVING GIVEN 20 DAYS NOTICE OF TIME, PLACE, MANNER AND TERMS OF SALE BY ADVERTISEMENT IN THE EVENING CAPITAL, A NEWSPAPER PRINTED AND PUBLISHED IN ANNE ARUNDEL COUNTY, HE DID, PURSUANT TO SAID NOTICE OF SALE, ATTEND IN PERSON AT THE COURTHOUSE DOOR, IN THE CITY OF ANNAPOLIS, MARYLAND, ON WEDNESDAY, NOVEMBER 6, 1963, AT 11:30 O'CLOCK A.M., THE TIME, AND PLACE MENTIONED IN SAID ADVERTISEMENT AND THEN AND THERE IN THE PRESENCE OF A NUMBER OF PERSONS, DID PROCEED TO SELL AT PUBLIC SALE THE PROPERTY MENTIONED IN THE SAID MORTGAGE, TO WIT:

ALL THOSE LOTS OF GROUND SITUATE IN THE FIRST ELECTION DISTRICT OF ANNE ARUNDEL COUNTY, MARYLAND, BEING LOTS NOS. 2537, 2538, 2539, 2540 AND 2541 AS SHOWN ON THE SECOND MAP OF WOODLAND BEACH RECORDED AMONG THE PLAT RECORDS OF ANNE ARUNDEL COUNTY IN PLAT CABINET I, ROD Y, PLAT 10, NOW PLAT BOOK 8, FOLIO 12.

BEING THE SAME LOTS OF GROUND CONVEYED TO THE WITHIN NAMED MORTGAGORS, EDWARD F. GIDDINGS AND ARIEL E. GIDDINGS, HIS WIFE, BY DEED FROM HELEN G. GILMARTIN, DATED SEPTEMBER 7, 1962, AND RECORDED AMONG THE LAND RECORDS OF ANNE ARUNDEL COUNTY IN LIBER LNP 1594, FOLIO 249.

SAID PROPERTY BEING SOLD TO ANNAPOLIS FEDERAL SAVINGS AND LOAN ASSOCIATION, OF ANNAPOLIS, MARYLAND, A BODY CORPORATE, DULY INCORPORATED UNDER THE LAWS OF THE UNITED STATES OF AMERICA, AT AND FOR THE SUM OF \$7,500.00, IT BEING AT THAT PRICE THEN AND THERE, THE HIGHEST BIDDER THEREFOR.

THE SAID PURCHASER HAS AGREED TO COMPLY WITH THE TERMS OF SALE.
THE AGREEMENT OF THE PURCHASER, CERTIFICATE OF THE AUCTIONEER AND REPORT OF
SALE ARE FILED HERewith, ALL OF WHICH IS RESPECTFULLY SUBMITTED.

AND AS IN DUTY BOUND, ETC.

Samuel M. Ivrey, att.

SAMUEL M. IVREY, ATTORNEY
NAMED IN THE MORTGAGE

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

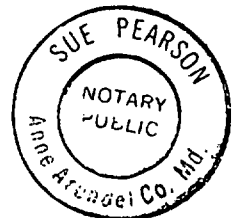
I HEREBY CERTIFY THAT ON THIS 6TH DAY OF NOVEMBER, 1963, BEFORE ME,
THE SUBSCRIBER, A NOTARY PUBLIC OF THE STATE OF MARYLAND, IN AND FOR THE
COUNTY AFORESAID, PERSONALLY APPEARED SAMUEL M. IVREY, ATTORNEY NAMED IN THE
MORTGAGE, AND MADE OATH IN DUE FORM OF LAW THAT THE MATTERS AND FACTS STATED
IN THE AFOREGOING REPORT OF SALE ARE TRUE, AS THEREIN SET FORTH, AND THAT
THE SALE WAS FAIRLY MADE.

Sue Pearson

SUE PEARSON, NOTARY PUBLIC

MY COMMISSION EXPIRES:

MAY 3, 1965



ORDER NISI

IN THE MATTER OF THE MORTGAGED
REAL ESTATE OF EDWARD F. GIDDINGS
AND ARIEL E. GIDDINGS, his wife

~~XXXXX~~

BOOK 151 PAGE 109

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 15,926 Equity

Ordered, this 12th day of November, 1963, That the sale of the
property in these proceedings mentioned
made and reported by Samuel M. Ivrey, Attorney

BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 16th
day of December next; Provided, a copy of this Order be inserted in some newspaper
published in Anne Arundel County, once in each of three successive weeks before the 16th
day of December next.

The report states that the amount of sale was \$ 7,500.00

Louis N. Phillips

Clerk.

True Copy,

Samuel M. Ivrey, Atty.
(Final Order)

TEST: Evening Capital (for Nov. 14 edition) Clerk.

IN THE MATTER OF THE MORTGAGED
REAL ESTATE OF EDWARD F. GIDDINGS
AND ARIEL E. GIDDINGS, his wife

~~XXXXX~~

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

Term, 19

ORDERED BY THE COURT, This 17th day of December, 1963
that the sale made and reported by the Attorney aforesaid, be and the same is hereby finally Ratified and
Confirmed no cause to the contrary having been shown, although due notice appears to have been given as re-
quired by the Order Nisi, passed in said cause; and the Attorney allowed the usual commissions and such
proper expenses as he shall produce vouchers for the Auditor.

FILED

1963 DEC 17 PM 3:05

George Sackse
JUDGE.

Samuel M. Ivrey, Attorney
144 Duke of Gloucester Street
Annapolis, Maryland

Attorney's Sale

Of Valuable
Improved Real Estate

5 Lots on Shore Drive
Woodland Beach
First Election District
Anne Arundel County, Maryland

Under and by virtue of the power of sale contained in the mortgage from Edward F. Giddings and Ariel E. Giddings, his wife, said mortgage dated September 7, 1962, and recorded among the Land Records of Anne Arundel County in Liber LNP 1594, folio 251, the undersigned, as Attorney named in the Mortgage to foreclose in the event of default, default having occurred, will offer for sale at public auction at the COURT HOUSE DOOR, Annapolis, Maryland on

Wed., Nov. 6, 1963
at 11:30 O'clock A.M.

ALL THOSE LOTS OF GROUND situate in the First Election District of Anne Arundel County, Maryland, being Lots Nos. 2537, 2538, 2539, 2540 and 2541 as shown on the Second Map of Woodland Beach recorded among the Plat Records of Anne Arundel County in Plat Cabinet 1, Rod Y, Plat 10, now Plat Book 8, folio 12.

BEING the same lots of ground conveyed to the within named Mortgagors, Edward F. Giddings and Ariel E. Giddings, his wife, by deed from Helen G. Gilmartin, dated September 7, 1962, and recorded among the Land Records of Anne Arundel County in Liber LNP 1594, folio 249.

THE SAID PROPERTY being improved by a solid brick dwelling containing 6 rooms bath, oil space heat, asbestos shingle roof.

TERMS OF SALE: A deposit of ten per cent (10 per cent) of the purchase price will be required of the purchase or purchasers on the day of sale, balance of the purchase money with interest thereon at the rate of six per cent (6 per cent) per annum to be paid in cash upon final ratification of sale, taxes and all other assessments to be adjusted to the day of sale. For further particulars, apply to:

SAMUEL M. IVREY,
Attorney named in the
Mortgage
144 Duke of Gloucester
Street
Annapolis, Maryland

ROBERT H. CAMPBELL,
Auctioneer

OFFICE OF 15,926

Evening Capital

Published by
THE CAPITAL-GAZETTE PRESS, INC.
HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

CERTIFICATE OF PUBLICATION

Annapolis, Md., November 9, 1963

We hereby certify, that the annexed

Attorney's Sale

Edward F. Giddings

was published in

Evening Capital

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4

successive weeks before the 6th

day of November, 1963. The first

insertion being made the 16th

day of October, 1963.

THE CAPITAL-GAZETTE PRESS, INC.

NOV 12 1963

By *H. Tilghman*

BOOK 151
PAGE 110

No.

14

N-5

Order Nisi

IN THE CIRCUIT COURT FOR
ANNE ARUNDEL COUNTY
No. 15,926 EQUITY

IN THE MATTER OF THE
MORTGAGED REAL ESTATE
OF EDWARD F. GIDDINGS
AND ARIEL E. GIDDINGS, his
wife

Ordered, this 12th day of November, 1963. That the sale of the property in these proceedings mentioned made and reported by Samuel M. Ivrey, Attorney BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 16th day of December next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 16th day of December next.

The report states that the amount of sale was \$7,500.00

LOUIS N. PHIPPS, Clerk

True Copy. TEST:

LOUIS N. PHIPPS, Clerk

D 5

OFFICE OF

Evening Capital

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

BOOK 151
PAGE 111

CERTIFICATE OF PUBLICATION

Annapolis, Md., December 6, 1963

We hereby certify, that the annexed

Order nisi - Sale
Eg 15,926

Edward F. Giddings
was published in

Evening Capital

a newspaper published in the City of Annapolis, Anne Arundel

County, Maryland, once a week for 4

successive weeks before the 16th

day of December, 1963. The first

insertion being made the 14th day of

November, 1963

THE CAPITAL-GAZETTE PRESS, INC.

15 No. E. C. 7383

1963 DEC -9 AM 10:45 By V. Tilghman

In the Case of

IN THE MATTER OF THE MORTGAGED REAL ESTATE OF
EDWARD F. GIDDINGS AND ARIEL E. GIDDINGS, HIS WIFE

VS.

In the
Circuit Court

For

Anne Arundel County

No. 15,926

Equity

To the Honorable, the Judges of said Court:

The Auditor reports to the Court that he has examined the proceedings in the above entitled cause, and from them he has stated the within account, and that he has this day given notice of the filing of this account to all parties and persons who have filed a claim to the proceeds of sale herein, in accordance with General Equity Rule #595.

All of which is respectfully submitted.
December 24, 1963

John H. Hopkins, IV
John H. Hopkins, IV

Auditor.

FINAL ORDER

ORDERED BY THE COURT, this 7th day of January, 1964, that the foregoing Report and Account of the Auditor be and the same is hereby finally ratified and confirmed, no cause to the contrary having been shown, and that the Trustee apply the proceeds accordingly with a due proportion of interest as the same has been or may be received.

Louis N. Phipps

Clerk

Per: *L. Murphy*

deputy

FILED

1964 JAN -9 AM 9:19

In Acct. with Samuel M. Ivrey, Attorney named in Mortgage

Cr.

1963					
Nov.	6	Proceeds off sale	7,500 00	7,500 00	
				7,500 00	
		To Attorney for fee, viz:	100 00		
		To Attorney for commissions, viz:	255 00	355 00	
		To Attorney for Court costs, viz:			
		Plaintiffs solicitors appearance fee	10 00		
		Clerk of Courts - Court costs	28 00		
		Auditor - stating this account	22 50	60 50	
		To Attorney for expenses, viz:			
		Capital Gazette Press - Advertising sale	77 00		
		Capital Gazette Press - Order nisi, sale	15 00		
		Speer Publications - Handbills	17 00		
		Globe Indemnity Company - Bond premium	34 00		
		Robert H. Campbell - Auctioneers fee	45 00		
		One-half cost documentary stamps	12 33		
		1963 County & State Taxes, adjusted 1/1/63 to 11/6/68 (151.73)	129 82		
		Sue Pearson - Notary fees	1 00	331 20	
		To Annapolis Federal Savings & Loan Assn.			
		this balance on account of claim filed	6,753 30	6,753 30	
				7,500 00	

[illegible]

IN THE MATTER OF THE

DEED OF TRUST

FROM

MONROE F. GROSS and
HELEN DORSEY GROSS, his wife
and
FRANK J. SIMMS
105 Domino Road
Annapolis, Maryland

TO

SAM W. BORDEN and
RICHARD D. BIGGS, TRUSTEES
2 W. Preston Street
Baltimore 1, Maryland

IN THE CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

IN EQUITY

No. 15,620 Equity

* * * * *

Mr. Clerk:

Please docket this suit by titling, file the original Deed of Trust marked "Exhibit Number 1" and original of the Deed of Trust Note marked "Exhibit Number 2".

Richard D. Biggs
Richard D. Biggs, Attorney

FILED

1963 MAY 23 AM 9:54

BOOK 151 PAGE 116

DEED OF TRUST

BOOK 1352 PAGE 382

15,620.00
15,088.00

THIS DEED, made this 28th day of November, 1959, by and between MONROE F. GROSS, HELEN DORSEY GROSS, his wife, and FRANK J. SIMMS, all of Anne Arundel County, in the State of Maryland, - - - party of the first part, and SAM W. BORDEN and RICHARD D. BIGGS, Trustees as hereinafter set forth, parties of the second part:

WHEREAS, the party of the first part is justly indebted unto LOYOLA FEDERAL SAVINGS AND LOAN ASSOCIATION, a body corporate duly incorporated under the laws of the United States, in the principal sum of TWENTY-ONE THOUSAND NINE HUNDRED DOLLARS (\$21,900.00) ---with interest from date at the rate of six per cent (6%) per annum on the unpaid balance until paid, for which amount the said party has signed and delivered a certain promissory note bearing even date herewith interest only being payable monthly on the first day of each month for a period of nine months from date, and principal and interest payable in monthly installments of One Hundred Dollars (\$156.91) Fifty-six and 91/100ths commencing on the first day of August, 1960 and on the first day of each month thereafter until the principal and interest are fully paid, except that the final payment of principal and interest, if not sooner paid, shall be due and payable on the first day of July, 1980.

AND WHEREAS, the party of the first part desires to secure the prompt payment of said debt, and interest thereon, when and as the same shall become due and payable, and all costs and expenses incurred in respect thereto, including reasonable counsel fees incurred or paid by the said party of the second part or substituted Trustee, or by any person hereby secured, on account of any litigation at law or in equity which may arise in respect to this trust or the property hereinafter mentioned and of all money which may be advanced as provided herein, with interest on all such costs and advances from the date thereof.

NOW, THEREFORE, THIS INDENTURE WITNESSETH, that the party of the first part in consideration of the premises and of one dollar, lawful money of the United States of America, to it in hand paid by the parties of the second part, the receipt of which, before the sealing and delivery, of these presents, is hereby acknowledged, has granted and conveyed, and does hereby grant and convey unto the party of the second part, as Trustee, the survivor of them, and his or their successors in trust, the following described land and premises, situated in Anne Arundel County, State of Maryland:

1962 JUL 16 AM 11:13

1961 APR 7 PM 3:41

1963 MAY 23 AM 9:55

BOOK 151 PAGE 117
BOOK 1352 PAGE 383

BEING known and designated as Lot No. 62, as shown on a Plat entitled "Rosewood", Section 4, dated September, 1959 by J. R. McCrone, Jr., Inc., Surveyors, and recorded among the Plat Records of Anne Arundel County in Plat Book No. 31, folio 5.

BEING the same property described in a Deed dated November 4, 1959 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 1347, folio 254, from Fred W. Bausum, widower, et al, to Monroe F. Gross, et al, the within named parties of the first part.

SHOULD the title to the herein mortgaged property be acquired by any person, persons, partnership or corporation other than the parties of the first part, by voluntary or involuntary grant or assignment, or in any other manner without the written consent of Loyola Federal Savings and Loan Association, or should the same be encumbered by the parties of the first part, their heirs and assigns, without the written consent of Loyola Federal Savings and Loan Association, then the whole of said principal sum shall immediately become due and owing as herein provided.

IF the mortgage debt is paid before maturity and the aggregate amount of all prepayments made in any one year exceeds 20 per centum of the original principal amount of the loan, 180 days' interest at the rate specified in this Deed of Trust on the amount of such excess shall be paid to the Mortgagee.



TOGETHER with all the improvements in anywise appertaining, and all the estate, rights, title, interest and claim, either at law or in equity, or otherwise however, of the party of the first part, of, in, to or out of the said land and premises.

TO HAVE AND TO HOLD the said property and improvements unto the party of the second part, the survivor of them, and his or their successors in trust, in fee simple, forever.

IN AND UPON THE TRUSTS, NEVERTHELESS, hereinafter declared; that is to say: IN TRUST to permit said party of the first part, or assigns to use and occupy the said described land and premises, and the rents, issues and profits thereof, to take, have and apply to and for its sole use and benefit, until default be made in the payment of any manner of indebtedness hereby secured or in the performance of any of the covenants as hereinafter provided.

AND upon the full payment of all of said note and the interest thereon, and all moneys advanced or expended as herein provided, and all other proper costs, charges, commissions, half-commissions and expenses, at any time before the sale hereinafter provided for to release and reconvey the said described premises unto the said party of the first part or assigns, at its cost.

AND UPON THIS FURTHER TRUST, upon any default being made in the payment of the said note or of any monthly installment of principal and interest as therein provided, or in the payment of any of the monthly sums for ground rents, if any, taxes, special assessments, mortgage insurance, fire and other hazard insurance, all as hereinafter provided, or upon any default in payment or demand of any money advanced by the holder of said note on account of any proper cost, charge, commission, or expense in and about the same or on account of any tax or assessment or insurance, or expense of litigation, with interest thereon at five per centum (5%) per annum from date of such advance (it being hereby agreed that on default in the payment of any ground rent, tax, or assessment, or insurance premium or any payment on account thereof, or in the payment of any said cost, expense of litigation, as aforesaid, the holder of said note may pay the same and all sums so advanced with interest as aforesaid, shall immediately attach as a lien hereunder, and be payable on demand), or upon failure or neglect faithfully and fully to keep and perform any of the other conditions or covenants herein provided; then upon any and every such default being

so made as aforesaid, the said party of the second part, or the Trustee acting in the execution of this trust, shall have power and it shall be their duty to sell, and in case of any default of any purchaser, to resell, at public auction, for cash, in one or more parcels at such time and place, and after such previous public advertisement as the party of the second part, or any Trustee acting in the execution of this trust, shall deem advantageous and proper; and to convey the same upon compliance with the terms of sale, to, and at the cost of, the purchaser or purchasers thereof, who shall not be required to see to the application of the purchase money and shall apply the proceeds of said sale or sales; Firstly, to pay all proper costs, charges, and expenses including all attorneys' and other fees and costs herein provided for, and all moneys advanced for costs or expenses, or expense of litigation as aforesaid, or taxes or assessment, or insurance with interest thereon as aforesaid, and all taxes, general and special, and assessments, due upon said land and premises at time of sale and to retain as compensation a commission of five per centum (5%) on the amount of the said sale or sales; Secondly, to pay whatever may then remain unpaid of said note, whether the same shall be due or not, and the interest thereon to date of payment, it being agreed that said note shall, upon such sale being made before the maturity of said note, be and become immediately due and payable at the election of the holder thereof; and, lastly, to pay the remainder of said proceeds, if any there be, to the party of the first part, its administrators, or assigns, upon the delivery and surrender to the purchaser, his, or her, or their heirs, personal representatives or assigns of possession of the premises so, as aforesaid, sold and conveyed; less the expense, if any, of obtaining possession.

And the party of the first part, in order more fully to protect the security of this Deed of Trust covenants and agrees as follows:

1. That he will pay the indebtedness, as hereinbefore provided. ~~And in the event of default of payment of the principal or interest on the said note, the holder of the said note shall have the right to foreclose the said mortgage and to sell the premises thereon, and to apply the proceeds of such sale to the payment of the principal and interest on the said note, and to retain the balance of the proceeds for the payment of the costs and expenses of such sale.~~

2. That, together with, and in addition to, the monthly payments of principal and interest payable under the terms of the note secured hereby, he will pay the holder of the said note, on the first day of each month until the said note is

fully paid, the following sums:

BOOK 1352 PAGE 386

BOOK 151 PAGE 120

(a) A sum equal to the ground rents, if any, and the taxes and special assessments next due on the premises covered by this Deed of Trust, plus the premiums that will next become due and payable on policies of fire and other hazard insurance on the premiums covered hereby (all as estimated by the holder of the note) less all sums already paid therefore, divided by the number of months to elapse before one month prior to the date when such ground rents, premiums, taxes, and assessments will become delinquent, such sums to be held by the holder of the note in trust to pay said ground rents, premiums, taxes, and special assessments, before the same become delinquent.

(b) All payments mentioned in the preceding subsection of this paragraph and all payments to be made under the note secured hereby shall be added together and the aggregate amount thereof shall be paid by the party of the first part each month in a single payment to be applied by the holder of the note to the following items in the order set forth:

1. Ground rents, if any, taxes, special assessments, fire and other hazard insurance premiums:

2. Interest on the note secured hereby, and

3. Amortization of the principal of the said note

any deficiency in the amount of any such aggregate monthly payment shall, unless made good by the party of the first part prior to the due date of the next such payment, constitute any event of default under this Deed of Trust. The holder of the note may collect a "late charge" and not to exceed two cents (2¢) for each dollar (\$1) of each payment more than fifteen (15) days in arrears to cover the extra expense involved in handling delinquent payments.

3. That if the total of the payments made by the party of the first part under (a) paragraph 2 preceding shall exceed the amount of payments actually made by the holder of the note for ground rents, taxes, or assessments or insurance premiums, as the case may be such excess shall be credited by such holder on subsequent payments to be made by the party of the first part. If, however, the monthly payments made by the party of the first part under (a) paragraph 2 preceding shall not be sufficient to pay ground rents, taxes, and assessments, and insurance premiums as the case may be, when the same shall become due and payable, then the party of

the first part shall pay to the holder of said note any amount necessary to make up the deficiency, on or before the date when payment of such ground rents, taxes, assessments, or insurance premiums shall be due. If at any time the party of the first part shall tender to the holder of said note, in accordance with the provisions thereof, full payment of the entire indebtedness represented thereby, the said holder shall, in computing the amount of such indebtedness, credit to the account of the party of the first part balance remaining in the funds accumulated under the provision of (a) of paragraph 2 hereof. If there shall be a default under any of the provisions of this deed of trust resulting in a public sale of the premises covered hereby, or if the holder of the note acquires the property otherwise after default, the holder of the note shall apply, at the time of the commencement of such proceedings, or at the time the property is otherwise acquired, the balance then remaining in the funds accumulated under (a) of paragraph 2 preceding, as a credit against the amount of principal then remaining unpaid under said note.

4. That he will pay all taxes, assessments, water rates and other governmental or municipal charges, fines or impositions, and ground rents, for which provision has not been made hereinbefore and will promptly deliver the official receipts therefor to the holder of the note; and in default of such payment by the party of the first part, the holder of the note may pay the same, and any sum or sums so paid by the holder of the note shall be added to the debt hereby secured, shall be payable on demand, shall bear full legal interest and shall be secured by this Deed of Trust.

5. That he will keep the said premises in as good order and condition as they are now and will not commit or permit any waste thereof, reasonable wear and tear excepted.

6. . That he will keep the improvements now existing or hereafter erected on the said premises insured as may be required from time to time by the holder of the note against loss by fire and other hazards, casualties, and contingencies in such amounts and for such periods as may be required by the holder of the note and will pay promptly, when due, any premium on such insurance provisions for payment of which has not been made hereinbefore. All insurance shall be carried in companies approved by the holder of the note and the policies and renewals thereof shall be held by the holder of the note and have attached thereto loss payable clauses

in favor of and in form acceptable to the holder of the note. In event of loss he will give immediate notice by mail to the holder of the note, who may make proof of loss if not made promptly by the party of the first part, and such insurance company concerned is hereby authorized and directed to make payment for such loss directly to the holder of the note instead of to the party of the first part and the holder of the note jointly, and the insurance proceeds, or any part thereof, may be applied by the holder of the note at its option either to the reduction of the indebtedness hereby secured or to the restoration or repair of the property damaged. In event of foreclosure of this Deed of Trust or other transfer of title to the said premises in extinguishment of the indebtedness secured hereby, all right, title, and interest of the party of the first part in and to any insurance policies then in force shall pass to the purchaser or grantee.

7. That if the said property shall be advertised for sale, as herein provided, and not sold, the Trustee or Trustees acting shall be entitled to one-half ($\frac{1}{2}$) the commission above provided, to be computed on the amount of the debt hereby secured, and the same is hereby secured in like manner as other charges and expenses attending the execution of this trust, and shall bear full legal interest.

8. That if any suits, action, or proceeding whatsoever shall be commenced or prosecuted for the collection of the note, or any part of the note, or for the enforcement of any endorsement or endorsements thereof, or any other matters hereby secured, or in reference to the execution of the trust hereby created, or any of the trust or property or funds which may become part thereof, he will pay all costs and charges and expenses of the same, including all counsel and attorney's fees and charges, which shall also be deemed a charge attending the execution of this trust, be secured hereby as such and bear full legal interest.

9. That he specially warrants the property herein conveyed and that he will execute such further assurance thereof as may be required.

10. Partial releases and deeds of reconveyance in part may be secured upon payment of such sums as may be agreed upon between the parties without necessity of purchaser seeing to the application of said funds.

11. And the said party of the first part hereto, at any time prior to a default in payment of principal and interest on the aforesaid note, shall have the privilege of paying off on account of the entire balance of principal and inter-

est on any one or more of the aforesaid property or properties such sum as may be acceptable to the then holder of the note but no greater than the capitalization at the rate of six per cent (6%) per annum of the amount of any annual ground rent or ground rents which the said party of the first part hereto may create on any one or more of the property or properties hereinbefore described or referred to and upon payment of the said sum for each of said properties the said parties of the second part hereto as trustees, or their successor in trust, with the joinder of the then holder of the note, are herewith empowered to execute and deliver to the said party of the first part, a deed of partial release of the reversionary interest created out of any one or all of the aforesaid properties upon payment to said trustees of the said sum on each of said ground rents and the purchaser or purchasers of said ground rents are herewith relieved from looking to the application of the proceeds of such payment to the aforesaid trustee, or their successors in trust, and the said trustees shall pay to the holder of the note the full amount collected by said trustees, or their successors in trust, for or on account of any ground rent so created and the holder of said note agrees to look solely to the said trustees for such payment and waives any right to demand payment from any purchaser or purchasers of the reversionary or ground rent interest so created; the said parties of the second part as trustees, or their successor in trust, reserve, however, the full and complete title to the leasehold estates when and if created as aforesaid, and also reserve as to said leasehold estates each and every right, power, privilege, and authority granted to them as trustees under this deed of trust. Wherever in this paragraph reference is made to any one or more properties it shall be understood to mean and cover any part or parts of said property or properties, or any interest or estate therein, or any subdivision or subdivisions thereof satisfactory to the trustees:

12. That the Loyola Federal Savings and Loan Association, and its assigns, shall have power to be exercised any time hereafter to substitute a trustee or trustees in place of the trustee or trustees herein named, or any of them by an instrument in writing duly executed, acknowledged and recorded among the Land Records of Baltimore City or County in which the real estate secured hereunder is situated, and that when such instrument is recorded all the estate of the trustee or trustees thus superseded shall terminate and the title to the hereinbefore described land heretofore vested in such trustee or trustees shall cease and determine and shall be

vested in the trustee or trustees named as his or their successors, who shall have the same powers, rights and duties as the trustee or trustees so superseded had under this deed of trust; and that the exercise of this right to appoint a successor trustee, no matter how often exercised, shall not be deemed an exhaustion of said rights.

The covenants herein contained shall bind, and the benefits and advantages shall inure to, the respective heirs, executors, administrators, successors, and assigns of the parties hereto. Whenever used the singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

WITNESS: the hands and seals of the within named parties of the first part.

Witness:

Regina Graham
Regina Graham

Monroe F. Gross (SEAL)
Monroe F. Gross

Helen Dorsey Gross (SEAL)
Helen Dorsey Gross

Frank J. Simms (SEAL)
Frank J. Simms

STATE OF MARYLAND, BALTIMORE CITY, to wit:

I HEREBY CERTIFY that on this

24th

day of November

1959,

before me the subscriber, a notary public of the State of Maryland, in and for

Baltimore City, personally appeared MONROE F. GROSS, HELEN DORSEY GROSS, his wife, and FRANK J. SIMMS, the within named parties of the first part, and acknowledged the foregoing Deed of Trust to be their act.

Witness my hand and notarial seal.



Regina Graham
Regina Graham - Notary Public

Rec'd for record Nov. 25, 1959, at 11:12 P.M.
Mailed to Richard D. Biggs

#19528

m/19 74

Chedoke, Annapolis

"EXHIBIT NUMBER 2"

DEED OF TRUST NOTE

504450
13,620 Equity
~~15,188~~

BOOK 151 PAGE 125

\$ 21,900.00

Baltimore, Maryland
November 24, 1959

FOR VALUE RECEIVED, the undersigned promise to pay to LOYOLA FEDERAL SAVINGS AND LOAN ASSOCIATION, or order, the principal sum of TWENTY-ONE THOUSAND NINE HUNDRED DOLLARS (\$21,900.00) ----- with interest from date at the rate of six per centum (6%) -----per annum on the unpaid balance until paid, said principal and interest being payable at the office of Loyola Federal Savings and Loan Association in Baltimore, Maryland, or in such other place as the holder hereof may designate in writing, interest only being payable monthly on the first day of each month for a period of 9 / ^{months} from date and principal and interest being payable in monthly installments of One Hundred Fifty-six and 91/100ths Dollars (\$156.91) --- commencing on the first day of August, 1960 , and on the first day of each month thereafter until the principal and interest are fully paid except that the final payment of principal and interest, if not sooner paid, shall be due and payable on the first day of July, 1980.

If default be made in the payment of any installment under this note, and if such default is not made good prior to the due date of the next such installment, the entire principal sum and accrued interest shall at once become due and payable without notice at the option of the holder of this note. Failure to exercise this option shall not constitute a waiver of the right to exercise the same in the event of any subsequent default.

Presentment, protest and notice are hereby waived.

WITNESS: our hands and seals.

Regina Graham
Regina Graham

Monroe F. Gross (SEAL)
Monroe F. Gross

Helen Dorsey Gross (SEAL)
Helen Dorsey Gross

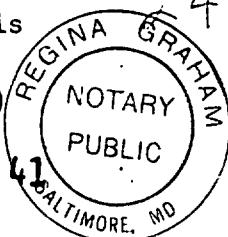
Frank J. Simms (SEAL)
Frank J. Simms

This is to certify that this is the note described in, and secured by a Deed of Trust of even date herewith and in the same principal amount as herein states to Sam W. Borden and Richard D. Biggs, Trustee on real estate located in Anne Arundel County, in the State of Maryland, being known and designated as Lot No. 62, as shown on a Plat entitled "Rosewood", Section 4.

Dated this

24th day of November, 1959.

~~FILED~~



1961 APR 7 PM 3:41

Regina Graham
Regina Graham 1962

Regina Graham
Notary Public

~~FILED~~

1963 MAY 23 AM 9:55

IN THE MATTER OF THE

DEED OF TRUST

FROM

MONROE F. GROSS and
HELEN DORSEY GROSS, his wife
and
FRANK J. SIMMS
105 Domino Road
Annapolis, Maryland

TO

SAM W. BORDEN and
RICHARD D. BIGGS, TRUSTEES
2 W. Preston Street
Baltimore 1, Maryland

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

IN EQUITY

No. 15, 620 Equity

* * * * *

MILITARY SERVICE AFFIDAVIT

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY, that on this 21st day of May, 1963, before me, the subscriber, a Notary Public of the State of Maryland, in and for Baltimore County, personally appeared James H. Jones, Vice President of Loyola Federal Savings and Loan Association, and made oath in due form of law that he knows the defendant herein and that to the best of his knowledge and belief:

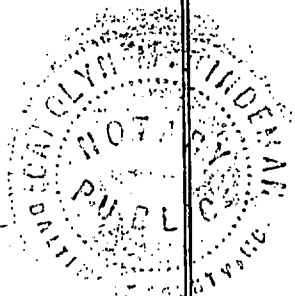
- (1) said defendant is not in the military service of the United States;
- (2) said defendant is not in the military service of any nation allied with the United States;
- (3) said defendant has not been ordered to report for induction under the Selective Training and Service Act;
- (4) said defendant is not a member of the Enlisted Reserve Corps who has been ordered to report for military service.

James H. Jones
James H. Jones, Vice President,
Affiant

Carolyn M. Bindeman
Carolyn M. Bindeman, Notary Public

FILED

1963 MAY 23 AM 9:55



12

IN THE MATTER OF THE

DEED OF TRUST

FROM

MONROE F. GROSS and
HELEN DORSEY GROSS, his wife
and
FRANK J. SIMMS
105 Domino Road
Annapolis, Maryland

TO

SAM W. BORDEN and
RICHARD D. BIGGS, TRUSTEES
2 W. Preston Street
Baltimore 1, Maryland

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

IN EQUITY

No. 15,620 Equity

* * * * *

CLAIM OF LOYOLA FEDERAL SAVINGS AND LOAN ASSOCIATION

Statement of the Claim of Loyola Federal Savings and Loan Association on Note covered by Deed of Trust from Monroe F. Gross and Helen Dorsey Gross, his wife, and Frank J. Simms to Sam W. Borden and Richard D. Biggs, Trustees, dated the 24th day of November, 1959, and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 1352 folio 382

Original Amount of Note dated 11/24/59	\$21,900.00	
Paid on Account of Principal	<u>1,696.96</u>	
Balance Due		\$20,203.04
Property Expense Balance, Debit		<u>412.14</u>
		20,615.18
Interest from February 1, 1963 through May 31, 1963		<u>404.08</u>
		\$21,019.26

AGG. 15/11
618.40
618.40
618.40
618.40

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY, that on this 21st day of May, 1963, before me, the subscriber, a Notary Public of the State of Maryland, in and for Baltimore County, personally appeared James H. Jones, Vice President of Loyola Federal Savings and Loan Association, and made oath that the foregoing is a just and true statement of the amount of the claim under the Deed of Trust Note filed in the said cause now remaining due and unpaid.

FILED

1963 MAY 23 AM 9:55

Carolyn M. Bindeman
Carolyn M. Bindeman, Notary Public

KNOW ALL MEN BY THESE PRESENTS, That we, Sam W. Borden and
Richard D. Biggs, Trustees
of 2 West Preston Street, Baltimore 1, Maryland
and THE FIDELITY AND CASUALTY COMPANY OF NEW YORK
a corporation duly authorized by its charter to become sole surety on
bonds, are held and firmly bound unto the State of Maryland, in the
full and just sum of Twenty-Two Thousand and 00/100----- Dollars,
lawful money of the United States, to be paid to the State of Maryland,
or its certain attorney or assigns, to the payment whereof we bind
ourselves, and each of us, our and each of our heirs, executors,
administrators, successors and assigns, jointly and severally, firmly
by these presents, sealed with our seals and dated this 21st
day of May, in the year of our Lord one thousand
nine hundred and Sixty-Three.

WHEREAS, BY DEED OF TRUST, dated the 24th day of November,
nineteen hundred and Fifty-Nine, and left to be recorded
among the Land Records of Anne Arundel County
on the day of , 19 ,
Monroe F. Gross, Helen Dorsey Gross, h/w and Frank J. Simms
 did grant, bargain and
sell, assign and transfer unto Sam W. Borden and Richard D. Biggs

Trustees, as therein named their
(personal representatives) heirs, executors, administrators and assigns,
all the property therein described and referred to in Trust, for the
uses and purposes therein named, mentioned and declared.

NOW THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, That if the
above bound Sam W. Borden and Richard D. Biggs

do and shall well and faithfully perform the trust reposed in them
in and by the above Deed of Trust mentioned and declared;
and also, do and shall well and faithfully perform the trust reposed
in h m by said deed, and observe the provisions of the Maryland Code
of Public General Laws relating to Trustees and Receivers, then the
above obligation shall be void; otherwise to be and remain in full
force and virtue in law.

WITNESS, the hand and seal of the said Sam W. Borden and
Richard D. Biggs
and the corporate name and seal of the said
THE FIDELITY AND CASUALTY COMPANY OF NEW YORK
subscribed and affixed by its duly authorized attorney.

Signed, sealed and delivered in the presence of:

Quincy M. Bendeman

Sam W. Borden (SEAL)
Richard D. Biggs (SEAL)

The Fidelity and Casualty Company of New York
(Surety Company)

Pamela Glorioso
Pamela Glorioso

BY: Earl W. Ussery
Earl W. Ussery, Attorney

Bond approved this 23rd day of May, 1963
Louis N. Phipps Clerk

FILED

1963 MAY 23 AM 9:55

RICHARD D. BIGGS
Solicitor
2 W. Preston Street
Baltimore 1, Maryland

Trustee's Sale

Of Valuable
Fee Simple Property

KNOWN AS
105 Domino Road
Annapolis, Maryland

situate in the Sixth Election District of Anne Arundel County, Maryland.

By virtue of the power and authority contained in a Deed of Trust from Monroe F. Gross, Helen Dorsey Gross, his wife, and Frank J. Simms, dated the 24th day of November, 1959 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 1352 folio 382, the undersigned Trustees of said Deed of Trust (default having occurred thereunder), will sell at public auction on the premises, on

**Tuesday,
July 9, 1963
at 11:00 O'Clock
A.M**

the following property:

Being known and designated as Lot No. 62, as shown on a Plat entitled "Rosewood", Section 4, dated September, 1959, by J. R. McCrone, Jr., Inc., Surveyors, and recorded among the Plat Records of Anne Arundel County in Plat Book No. 31, folio 5. Improvements thereon being known as No. 105 Domino Road.

No. The property is improved by a one story brick veneer house containing seven rooms, three bedrooms, two and one-half baths, with full basement and unfinished attic and having hot water oil fired baseboard heating system.

TERMS OF SALE: A Deposit of \$1,000.00 will be required at the time of sale and the balance of the purchase money, with interest thereon at the rate of six per cent per annum, to be paid in cash upon the final ratification of sale. All expenses including taxes, ground rents, special paving tax and Anne Arundel County Sanitary Charge, if any, to be adjusted to day of sale. The costs for state and federal revenue stamps to be borne entirely by purchaser or purchasers.

For further particulars, apply to

SAM W. BORDEN and
RICHARD D. BIGGS,
Trustees
2 W. Preston Street
Baltimore 1, Maryland

E. T. NEWELL AND COMPANY,
Auctioneer.

Jy-2

OFFICE

No. 15, 620

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

CERTIFICATE OF PUBLICATION

Annapolis, Md., July 12, 1963

We hereby certify, that the annexed

Trustee's Sale

Monroe F. Gross

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4

successive weeks before the 9th

day of July, 1963. The first insertion being made the 13th day of

June, 1963.

FILED THE CAPITAL-GAZETTE PRESS, INC.

1963
JUL 12 PM 3:42 By

H. Tilghman

RICHARD D. BIGGS, Solicitor
2 W. Preston Street
Baltimore 1, Maryland

Trustee's Sale

Of Valuable
Fee Simple Property

KNOWN AS
105 Domino Road
Annapolis, Maryland
situate in the Sixth Election District of Anne Arundel County, Maryland.

By virtue of the power and authority contained in a Deed of Trust from Monroe F. Gross, Helen Dorsey Gross, his wife, and Frank J. Simms, dated the 24th day of November, 1959 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 1352 folio 382, the undersigned Trustees of said Deed of Trust (default having occurred thereunder), will sell at public auction on the premises, on

Mon., Aug. 19, 1963
at 11:00 O'clock A.M.
the following property:

Being known and designated as Lot No. 62, as shown on a Plat entitled "Rosewood", Section 4, dated September, 1959, by J. R. McCrone, Jr., Inc., Surveyors and recorded among the Plat Records of Anne Arundel County in Plat Book No. 31, folio 5. Improvements thereon being known as No. 105 Domino Road.

The property is improved by a one story brick veneer house containing seven rooms, three bedrooms, two and one-half baths, with full basement and unfinished attic and having hot water oil fired baseboard heating system.

TERMS OF SALE: A Deposit of \$1,000.00 will be required at the time of sale and the balance of the purchase money, with interest thereon at the rate of six per cent per annum, to be paid in cash upon the final ratification of sale. All expenses including taxes, ground rents, special paving tax and Anne Arundel County Sanitary Charge, if any, to be adjusted to day of sale. The costs for state and federal revenue stamps to be borne entirely by purchaser or purchasers.

For further particulars, apply to

SAM W. BORDEN and
RICHARD D. BIGGS,
Trustees
2 W. Preston Street
Baltimore 1, Maryland
E. T. NEWELL AND COMPANY,
Auctioneer.
A-15

OFFICE OF

1562

Maryland Gazette

BOOK

151 PAGE 130

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

CERTIFICATE OF PUBLICATION

Annapolis, Md., August 16, 1963

We hereby certify, that the annexed

Trustee's Sale

Monroe F. Gross

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel

County, Maryland, once a week for 4

successive weeks before the 19th

day of August, 1963. The first

insertion being made the 25th day of

July, 1963.

THE CAPITAL-GAZETTE PRESS, INC.

1963 AUG 19 PM 4 10

By A. T. Newell

BOOK 151 PAGE 131

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY that on this 19th day of
August, 1963, before me, the subscriber, a
Notary Public of the State of Maryland, in and for the
City of Baltimore aforesaid, personally appeared
Carroll H. Hyson, purchaser at the
foreclosure sale in this cause, and made oath in due
form of law (that he is the purchaser and purchased
the same as principal and not as agent for anyone)
~~(that he is not the agent for the purchaser,~~
,) and that he has not
directly or indirectly discouraged anyone from bid-
ding for the said property mentioned in the said
Report of Sale.

Charles M. Hansen (SEAL)
Purchaser/

Notary Public

FILED

1963 AUG 21 AM 10:41

IN THE MATTER OF THE

*

IN THE CIRCUIT COURT

DEED OF TRUST

*

FOR

FROM

*

MONROE F. GROSS and
HELEN DORSEY GROSS, his wife
and
FRANK J. SIMMS
105 Domino Road
Annapolis, Maryland

*

ANNE ARUNDEL COUNTY

*

IN EQUITY

*

No. 15, 620

* * * * *

REPORT OF SALE

The Report of Sale of Sam W. Borden and Richard D. Biggs, Trustees under a certain Deed of Trust from Monroe F. Gross and Helen Dorsey Gross, his wife, and Frank J. Simms to Sam W. Borden and Richard D. Biggs, Trustees, dated the 24th day of November, 1959, and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 1352 folio 382, default having occurred under the terms thereof, at the request of the party secured and after giving notice of the time, place, manner and terms of sale by advertisements inserted in The Maryland Gazette and The Baltimore Sun, newspapers published in Baltimore City and Anne Arundel County, for at least four (4) weeks prior to the sale, they did, pursuant to said notice, on the premises, on Monday, August 19, 1963, at 11:00 o'clock a.m., then and there proceed to sell the property mentioned in these proceedings, that is to say:

Your Trustees offered for sale all that piece or parcel of ground situate and lying in Anne Arundel County with improvements thereon being known and designated as Lot No. 62, as shown on a Plat entitled "Rosewood", Section 4, dated September 1959, by J. R. McCrone, Jr., Inc., Surveyors and recorded among the Plat Records of Anne Arundel County in Plat Book No. 31, folio 5. Improvements thereon being known as No. 105 Domino Road, in fee simple.

And your Trustees sold the above described property unto Carroll H. Hynson for the sum of Twenty-two Thousand Five Hundred Dollars (\$22,500.00) he being at that price the highest bidder therefore, the terms being cash upon ratification of sale by the Court.

Respectfully submitted,


Sam W. Borden, Trustee

FILED

1963 AUG 21 AM 10:41

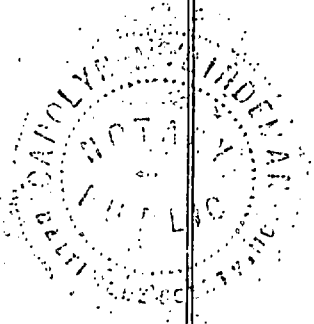

Richard D. Biggs, Trustee

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY, that on this 19th day of August, 1963, before me, the subscriber, a Notary Public of the State of Maryland, in and for Baltimore County, personally appeared Sam W. Borden and Richard D. Biggs, Trustees mentioned in the foregoing Report of Sale, and made oath in due form of law that the matters and facts set forth in the foregoing Report of Sale are true and correct to the best of their knowledge and belief.

AS WITNESS my hand and Notarial Seal.


Carolyn M. Bindeman, Notary Public



ORDER NISI

BOOK 151 PAGE 134

IN THE MATTER OF THE DEED OF TRUST
FROM MONROE F. GROSS and
HELEN DORSEY GROSS, his wife and
FRANK J. SIMMS ~~XXXXXX~~

CIRCUIT COURT

IN THE
FOR
ANNE ARUNDEL COUNTY

No. 15,620 Equity

Ordered, this 21st day of August, 1963, That the sale of the
property in these proceedings mentioned
made and reported by SAM W. BORDEN AND RICHARD D. BIGGS, Trustees

BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 30th
day of September next; Provided, a copy of this Order be inserted in some newspaper
published in Anne Arundel County, once in each of three successive weeks before the 30th
day of September next.

The report states that the amount of sale was \$22,500.00

Louis N. Phipps

Clerk.

True Copy,

Richard D. Biggs, Atty.
(Final Order)

TEST: Clerk.
For the Maryland Gazette (Aug. 29th Edition)

IN THE MATTER OF THE DEED OF TRUST
FROM MONROE F. GROSS and HELEN DORSEY
GROSS, his wife and FRANK J. SIMMS
~~XXXXXX~~

CIRCUIT COURT

IN THE
FOR
ANNE ARUNDEL COUNTY

Term, 19

ORDERED BY THE COURT, This 1st day of October, 1963
that the sale made and reported by the TRUSTEES aforesaid, be and the same is hereby finally Ratified and
Confirmed no cause to the contrary having been shown, although due notice appears to have been given as re-
quired by the Order Nisi, passed in said cause; and the TRUSTEES allowed the usual commissions and such
proper expenses as he shall produce vouchers for the Auditor.

George Sacks
JUDGE.

FILED
1963 OCT -1 PM 3:22

Order Nisi
IN THE CIRCUIT COURT FOR
ANNE ARUNDEL COUNTY
No. 15,620 Equity

IN THE MATTER OF THE
DEED OF TRUST FROM
MONROE F. GROSS and
HELEN DORSEY GROSS, his
wife and FRANK J. SIMMS

Ordered, this 21st day of August, 1963, That the sale of the property in these proceedings mentioned made and reported by SAM W. BORDEN AND RICHARD D. BIGGS, Trustees BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 30th day of September next; Provided a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 30th day of September next.

The report states that the amount of sale was \$22,500.00.

LOUIS N. PHIPPS
Clerk

True Copy, TEST:
LOUIS N. PHIPPS
Clerk

s-19

OFFICE OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

CERTIFICATE OF PUBLICATION

Annapolis, Md., September 21, 1963

We hereby certify, that the annexed

Order Nisi Sale
Eq. 15, 620

Monroe F. Gross

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel

County, Maryland, once a week for 4

successive weeks before the 30th

day of September, 1963. The first

insertion being made the 29th day of

August, 1963.

THE CAPITAL-GAZETTE PRESS, INC.

By H. Tilghman

FILED

1963 SEP 23 AM 10:11

No. M. C. 7229

BOOK 151 PAGE 135

In the Case of

BOOK 151 PAGE 136

The Deed of Trust from Monroe F. Gross &
Helen D. Gross, his wife & Frank Simms

~~XX~~ To:

Sam W. Borden & Richard D. Biggs, Trustees

In the

Circuit Court

For

Anne Arundel County

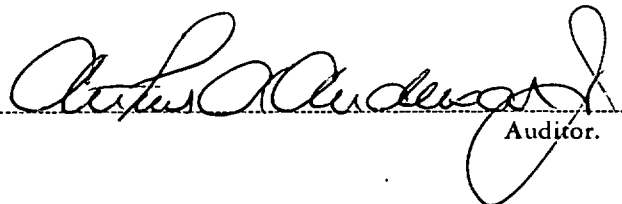
No. 15,620

Equity

To the Honorable, the Judges of said Court:

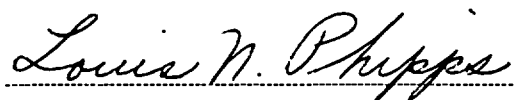

The Auditor reports to the Court that he has examined the proceedings in the above entitled cause, and from them he has stated the within account, and that he has this day given notice of the filing of this account to all parties and persons who have filed a claim to the proceeds of sale herein, in accordance with General Equity Rule #595.

All of which is respectfully submitted.


Auditor.

FINAL ORDER

ORDERED BY THE COURT, this 21st day of January, 1964, that the foregoing Report and Account of the Auditor be and the same is hereby finally ratified and confirmed, no cause to the contrary having been shown, and that the Trustee apply the proceeds accordingly with a due proportion of interest as the same has been or may be received.


Clerk
Per: , deputy

FILED

1964 JAN 21 AM 11:15

22 ✓
Dr. Mortgaged Real Estate of Monroe F. Gross & Helen Dorsey Gross, his wife,
& Frank Simms to Sam W. Borden & Richard D. Biggs, Trustees

BOOK 151 PAGE 137

In Acct. with Sam W. Borden & Richard D. Biggs, Trustees

					Cr.
By	Amount of Sale, as per Trustees' Report of				
	Sale filed			22,500 00	
By	Interest, 6%, on deferred payment,				
	\$21,500.00, from 8/19/63 to 12/2/63			383 45	
By	Adjustment, 1963 State & County taxes			152 04	
					23,035 49
To	Trustees, for Commission, as per terms of				
	Deed of Trust, 5% of \$22,500.00	1,125 00			
				1,125 00	
To	Trustees, for Court costs, viz				
	Plaintiff's Solicitor, appearance fee	10 00			
	Clerk, Court costs	29 75			
	Auditor, this account	30 00			
				69 75	
To	Trustees, for expenses, viz				
	Capital-Gazette Press, Inc.				
	Advertising & Nisi - Sale	169 04			
	Sunpapers - Advertising - Sale	65 70			
	Fidelity & Casualty Co. of N. Y. - Bond	120 00			
	E. T. Newell & Co., Inc. - Auctioneer's				
	fee	115 00			
	1962 City of Annapolis, taxes	297 26			
	1963 City of Annapolis, taxes adjustment	37 51			
	Notary fees	2 00			
				806 51	
To	Loyola Federal Savings & Loan Assoc.,				
	Mortgagee, on account of mortgage claim			21,034 23	
					23,035 49
	Balance due on mortgage, as per claim				
	filed	21,019 26			
	Interest, 6%, on principal balance,				
	\$20,615.18, from 6/1/63 to 1/15/64	669 99			
		21,689 25			

PETITION FOR FORECLOSURE

CAPITAL SAVINGS AND LOAN

ASSOCIATION, INC.

VS.

FLOYD A. CRUMPTON and

DAISY B. CRUMPTON, his wife

BOOK 151 PAGE 139
IN THE

CIRCUIT COURT

FOR
~~OK~~

ANNE ARUNDEL COUNTY
~~BALTIMORE COUNTY~~

(In Equity)

To The Honorable, the Judge of said Court:

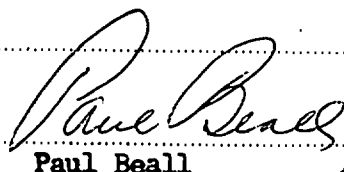
The petition of the plaintiff respectfully represents:

That on the second day of May A. D. 1960, the defendant executed and delivered to Capital Savings and Loan Association, Inc. Anne Arundel County a mortgage upon certain fee simple property in the City of Baltimore, therein described, to secure the payment of the mortgage debt of \$ 13,625.00 and interest as therein mentioned, wherein said mortgagors assented to the passage of a decree for the sale of said mortgaged property, to take place at any time after any default in any covenant or condition of said mortgage; all which will appear from said mortgage, marked "Petitioner's Exhibit No. 1," and filed herewith as part of this petition.

That said mortgage is in default inasmuch as the Mortgagors are more than sixty (60) days in arrears in the payment of principal, interest and expenses as contracted for in said mortgage.

And your petitioner prays that a decree may be passed for the sale of said property in accordance with the terms of said mortgage.

And as in duty, &c.


Paul Beall

Attorney for Plaintiff

FILED

1963 AUG -1 AM 9:53

[DR.—CITY OR COUNTY]

BOOK 1388 PAGE 549

Mortgage

BOOK 151 PAGE 140

46358 THIS MORTGAGE, Made this second day of May, in the year
Nineteen Hundred and Sixty, by and between Floyd A. Crumpton and Daisy B.
Crumpton, his wife,

of Anne Arundel County, in the State of Maryland, hereinafter called the
Mortgagor, and CAPITAL SAVINGS AND LOAN ASSOCIATION, INC., a body corporate, duly incorporated,
hereinafter called the Mortgagee.

WHEREAS, the said Mortgagor, being a member of the said body corporate, has received therefrom
an advance or loan of Thirteen Thousand Six Hundred twenty-five
Dollars (\$13,625.00), said advance or loan having been used in part payment of the purchase money
for the property hereinafter described; and

WHEREAS, the said Mortgagor being therefore justly indebted unto the Mortgagee for borrowed
money in the said principal sum of Thirteen Thousand Six Hundred Twenty-five
Dollars (\$ 13,625.00), the said Mortgagor does hereby covenant to repay the same, with interest at
the rate of six per centum (6 %) per annum, computed monthly, unto the Mortgagee,
or its assigns, at the office of the Mortgagee, or its assigns, in monthly instalments (including principal
and interest) of One Hundred Fifteen Dollars (\$ 115.00),
plus one-twelfth of the annual taxes, water rents, ground rent, if any, insurance premiums, and other
public charges and assessments, commencing on the first day of June, 1960,
and continuing on the first day of each month thereafter until the principal, interest and such charges
as may be imposed upon the said Mortgagor under the by-laws of said body corporate, (which by-laws
are hereby referred to and expressly made a part hereof), are fully paid.

THE said instalment payments may be applied by the Mortgagee in the following order: (1) to the
payment of interest; (2) to the payment of all taxes, water rents, assessments or public charges of
every nature and description, ground rent, if any, insurance premiums and other charges affecting the
hereinafter described premises; and, (3) towards the payment of the aforesaid principal sum.

THE due execution of this mortgage having been a condition precedent to the granting of said
advance.

NOW, THEREFORE, THIS MORTGAGE WITNESSETH: That in consideration of the premises, and the
sum of One Dollar, this day paid, the receipt whereof is hereby acknowledged, the said Mortgagor

does hereby grant, convey and assign unto the said Mortgagee, its successors and assigns, all those
lot(s) of ground situate, lying and being in the Third District of Anne Arundel County,
State of Maryland, and particularly described as follows:

BEING all those three lots of ground containing approximately one-half acre,
situate at the corner of the southwest side of Governor Ritchie Highway and the
northeast side of Pasadena Road, which lots are more particularly described in a deed
from John K. Dockman, widower, to the herein named Mortgagors, dated of even date here-
with, and recorded or intended to be recorded among the Land Records of Anne Arundel
County immediately prior hereto, to which deed reference is hereby made for the purpose
of incorporating herein the description therein contained in as full and complete a
manner as if incorporated verbatim herein.

FILED

1963 AUG -1 AM 9:53

BOOK 1388 PAGE 550

BOOK 151 PAGE 141

TOGETHER with the improvements thereon and the rights and appurtenances thereto belonging or in anywise appertaining, ~~including all heating, gas and plumbing apparatus and fixtures attached to or used on and about said premises, it being agreed that for the purposes of this mortgage the same shall be deemed permanent fixtures.~~

To HAVE AND TO HOLD the said lot(s) of ground and improvements unto and to the use of the said Mortgagee, its successors and assigns, forever, in fee simple.

PROVIDED, that if the said Mortgagor, his, her or their heirs, personal representatives, successors and assigns, shall make or cause to be made the payments and perform and comply with the covenants and conditions herein mentioned on his, her or their part to be made and done, then this Mortgage shall be void.

IT IS AGREED that said Mortgagee may at its option advance sums at any time for the payment of premiums on any life insurance policy assigned to the Mortgagee or wherein the Mortgagee is the beneficiary, and which is held by the Mortgagee as additional collateral for this indebtedness, and any sums so advanced shall be added to the unpaid balance of this indebtedness, and shall become due and payable on demand at the option of the Mortgagee and bear the rate of interest herein agreed to.

THIS mortgage shall also secure future advances so far as is legally permissible under the Laws of the State of Maryland at the date hereof, and so far as may be legally permissible by any amendments, supplements or additions to the present law permitting such future advances.

AND the said Mortgagor does further covenant and agree:

1. To repay the indebtedness, together with interest, as herein provided.
2. To keep the improvements on said property in good repair, and to insure and keep insured said improvements against fire, windstorm and such other hazards, as may be required by the Mortgagee, or its assigns, in such company or companies designated by, and in amounts required by the Mortgagee, its successors and assigns, and to cause the policies therefor to be so framed as to inure to the benefit of the Mortgagee, its successors and assigns, to the extent of its or their claim hereunder, and to deliver said policies to the Mortgagee, its successors and assigns.

AND the said Mortgagor does further covenant and agree that if the premises hereby mortgaged, or any part thereof, shall be damaged by fire or other hazard against which insurance is held, as hereinbefore provided, the amounts payable by any insurance company pursuant to the contract of insurance shall, to the extent of the indebtedness then remaining unpaid, be paid to the Mortgagee, and, at its option, may be applied to the mortgage debt or released for the repairing or rebuilding of the premises.

3. Not to remove or demolish any buildings now on the premises and to keep the improvements in as good order and repair as at the present time.

4. To pay all taxes, water rent, ground rent, if any, insurance, public dues and assessments of every kind whatsoever, private maintenance charges, and charges imposed by covenants, agreements and restrictions of record, for which the property hereby mortgaged may become liable when payable. The Mortgagee is hereby authorized to pay the same, and the amount so paid shall be added to the principal debt named herein and bear interest at the rate herein agreed to from the date of said payment, and said Mortgagee shall have a lien hereunder on said premises for the amount so paid, together with interest thereon.

5. That the holder of this mortgage in any action to foreclose it, shall be entitled (without regard to the adequacy of any security for the debt) to the appointment of a receiver to collect the rents and profits of said premises and account therefor as the Court may direct.

6. That should the title to the herein mortgaged property be acquired by any persons or corporation, other than the Mortgagor(s), by voluntary or involuntary grant or assignment, by descent, inheritance, operation of law or in any other manner, without the Mortgagee's written consent, then the whole of said principal sum shall become due and owing as herein provided, at the option of the Mortgagee.

7. That the whole of said Mortgage debt intended hereby to be secured shall become due and demandable after default in the payment of any monthly instalment, as herein provided, shall have continued for thirty days, or after default in the performance of any of the foregoing covenants or conditions for thirty days.

8. That the mortgage loan may be prepaid, in whole or in part, and when the amount prepaid in any one year equals or exceeds twenty per centum (20%) of the original principal amount of the loan, ninety (90) days' advance interest on the amount prepaid may be charged as a consideration for the acceptance of such prepayment.

9. To pay a "late charge" not to exceed four per centum (4%) of any installment which is not paid within fifteen (15) days of the due date thereof, to cover the extra expense involved in handling delinquent payments.

10. That he specially warrants the property herein mortgaged, and that he will execute such further assurances thereof as may be required.

AND IT IS AGREED AND UNDERSTOOD that until default is made, the said Mortgagor, his heirs, personal representatives, successors and assigns, may retain possession of the hereby mortgaged property.

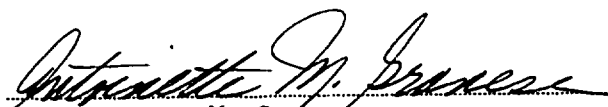
AND IT IS AGREED by the said Mortgagor that, as soon as this mortgage becomes in default and is placed in the hands of an attorney for collection, there shall become due by the Mortgagor, who hereby agrees to pay to the said attorney, a fee of Seventy-five Dollars (\$75.00) for his services in and about the collection of the said mortgage debt, even though the debt hereby secured is fully paid upon the demand of said attorney and before the property herein described is advertised for sale under the decree of sale, or under the power of sale hereinafter authorized.

AND the said Mortgagor, in accordance with the provisions of Article LXVI of the Code of Public General Laws of the State of Maryland, or of any other General or Local Laws of the State of Maryland relating to mortgages, including any amendments, supplements, or additions thereto, does hereby (1) declare his assent to the passing of a decree for the sale of the herein described property at any time after the recording of this mortgage, (said sale to take place after a default has occurred in any of the conditions of this mortgage, as herein provided); and the said Mortgagor does hereby (2) also authorize the said Mortgagee, its successors or assigns, or John O. Dumler or Paul Beall, its duly authorized Attorneys, after any such default shall have occurred as aforesaid, to sell the hereby mortgaged property. Upon any such sale, whether made under the assent to the passing of a decree or under the above power of sale, the property as a whole may be sold, and it shall not be the duty of the party selling to sell the same in parts or in lots, but such party may do so, and the sale may be made after giving not less than twenty days' notice of the time, place, manner and terms of sale in some newspaper printed in the county or city in which the land is situate; and the party selling may also give such other notice as he may deem expedient. The terms of any such sale may be all cash upon ratification of the sale, or such other terms as the party selling may deem expedient. The proceeds of any such sale shall be applied as follows: first, to the payment of all expenses incident to said sale, including a counsel fee of Seventy-five Dollars (\$75.00) for conducting the proceedings, if without contest, but if legal services be rendered to the Trustee appointed by such Decree, or to the party selling under the above power of sale in connection with any contested matter in the proceedings, then such other counsel fees and expenses shall be allowed out of the proceeds of sale as the court may deem proper, and also to the payment of a commission to the party making such sale equal to the commission allowed trustees making sales of property under decree of a court of equity in Maryland; second, to the payment of all claims of the Mortgagee, its successors or assigns, hereunder, whether the same shall have matured or not; and third, the balance, if any, to the said Mortgagor, or his assigns, or to whomever may be entitled to the same. Half of such commissions and all such expenses and costs shall be paid by the Mortgagor, or his assigns, in the event that the mortgage debt shall be paid after any advertisement of said property, but before sale thereof.

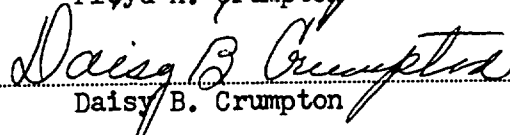
THE covenants herein contained shall bind, and the benefits and advantages shall inure to, the respective heirs, executors, administrators, successors and assigns of the parties hereto. Whenever used, the singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

WITNESS the signature(s) and seal(s) of the Mortgagor(s) on the day and year first above written.

WITNESS:


Antoinette M. Granese


Floyd A. Crumpton (SEAL)


Daisy B. Crumpton (SEAL)

(SEAL)

(SEAL)

STATE OF MARYLAND, BALTIMORE CITY

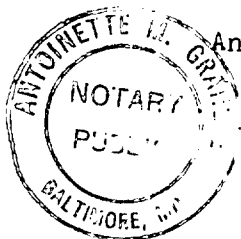
, to wit:

I HEREBY CERTIFY, That on this second day of May, 19 60, before me, the subscriber, a Notary Public of the State of Maryland, in and for the City aforesaid, personally appeared Floyd A. Crumpton and Daisy B. Crumpton, his wife,

the above named Mortgagor(s), and they acknowledged the foregoing Mortgage to be their act.

At the same time also personally appeared Carl F. Dockman, the President of the within body corporate, Mortgagee, and made oath in due form of law that the consideration of said Mortgage is true and bona fide as therein set forth; and also made oath that he is the agent of the Mortgagee and is duly authorized to make this affidavit.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my seal the day and year aforesaid.



Antoinette M. Granese

Notary Public

My commission expires May 1, 1961

Rec'd for record May 5, 1960 at 11:05 A.M.
Mailed to Kohlerman + Dumlér

21 I

ANNE ARUNDEL COUNTY

Mortgage

32469

FROM

FLOYD A. CRUMPTON

AND WIFE

TO

CAPITAL SAVINGS AND LOAN
ASSOCIATION, INC.

RECORDED
MAY 5 1960
1388-549
CLERK

KOHLERMAN AND DUMLER
Attorneys at Law
1406 Fidelity Building
Baltimore 1, Maryland

File No. 11907-T

Property:

Governor Ritchie Highway

Description approved

Execution approved

Military Affidavit under Soldiers' and Sailors' Civil Relief Act
of 1940 and Amendment thereto of October 6, 1942

BOOK 151 PAGE 144
IN THE

CIRCUIT COURT

FOR
~~MD~~
ANNE ARUNDEL COUNTY
~~BALTIMORE CITY~~

(IN EQUITY)

Docket Folio

CAPITAL SAVINGS AND LOAN

ASSOCIATION, INC.

vs.

FLOYD A. CRUMPTON and

DAISY B. CRUMPTON, his wife

Military Affidavit

STATE OF MARYLAND, CITY OF BALTIMORE, To Wit:

I HEREBY CERTIFY that, before me, the subscriber, a Notary Public of said State, in
and for said City, personally appeared Carl F. Dockman, President of Capital Savings
and Loan Association, Inc.,

and made oath in due form of law that he (she) knows the defendant herein, and that to
the best of his (her) information, knowledge and belief

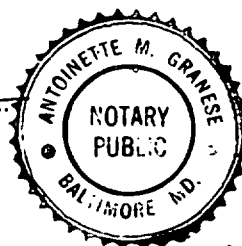
- (1) said defendant is not in the military service of the United States,
- (2) said defendant is not in the military service of any nation allied with the United States,
- (3) said defendant has not been ordered to report for induction under the Selective Training and Service Act of 1940 as amended,
- (4) said defendant is not a member of the Enlisted Reserve Corps who has been ordered to report for military service.

Carl F. Dockman
Affiant.
Carl F. Dockman, President

Subscribed and sworn to before me
this 30th day of July 1963...

Antonette M. Granese
Notary Public

My commission expires May 3, 1965



FILED
1963 AUG -1 AM 9:53

STATEMENT OF MORTGAGE CLAIM

BOOK 151 PAGE 145
IN THE

CAPITAL SAVINGS AND LOAN

ASSOCIATION, INC.

vs.

FLOYD A. CRUMPTON and

DAISY B. CRUMPTON, his wife

CIRCUIT COURT

FOR

~~XXX~~

ANNE ARUNDEL COUNTY

~~BALTIMORE CITY~~

(IN Equity)

STATEMENT OF MORTGAGE DEBT

Amount of Mortgage dated May 2, 1960

\$ 13,625.00

Less payments thereon

749.50

Balance as of July 25, 1963

12,875.50

STATE OF MARYLAND, CITY OF BALTIMORE, Sct.

I HEREBY CERTIFY, That on this thirty-first day of July, in the year nineteen hundred and sixty-three, before me, a Notary Public of the State of Maryland, in and for said City of Baltimore, personally appeared Carl F. Dockman, President of Capital Savings and Loan Association, Inc.

the plaintiff in the above entitled cause, and made oath that the foregoing is a true statement of the amount of the mortgage claim under the mortgage filed in the said cause now remaining due and unpaid.

As witness my hand and Notarial Seal,

Helena Reymann
Notary Public.

My commission expires May 3, 1965

1963
AUG -1 AM 9:54
FILED

DECREE FOR SALE OF MORTGAGE PREMISES

CAPITAL SAVINGS AND LOAN

ASSOCIATION, INC.

vs.

FLOYD A. CRUMPTON and

DAISY B. CRUMPTON, his wife

IN THE

CIRCUIT COURT

FOR

OF

ANNE ARUNDEL COUNTY
BALTIMORE CITY

(In Equity)

TERM, 19...

The Petition and Exhibit in the above cause having been submitted, the proceedings therein were by the Court read and considered:

It is, Thereupon, This 1st day of August, in the year 1963, by the Circuit Court for Anne Arundel County, ~~of Baltimore City,~~ ADJUDGED, ORDERED and DECREED, that the Mortgaged property in the proceedings mentioned be sold, at or after any one of the periods limited in the mortgage filed for the forfeiture of said mortgage; that Paul Beall and James H. Whitney

be and ~~they~~ are hereby appointed Trustees to make said sale, and that the course and manner of ~~the~~ their proceedings shall be as follows: They shall file with the Clerk of this Court, a Bond to the State of Maryland, executed by

themselves and a corporate surety or sureties to be approved by this Court, or by the

Clerk thereof, in the penalty of Thirteen Thousand Dollars, conditioned for the faithful performance of the trust reposed in them by this decree, or to be reposed in them by any future Decree or Order in the premises: They shall then proceed to make the said sale, having given at least three weeks' notice by advertisement, inserted in such daily newspaper or newspapers published in Anne Arundel County, as

they shall think proper, of the time, place, manner and terms of sale, which shall be cash, deposit of \$ 500.00 at time of sale, balance in cash upon final ratification or sale by the Court, the credit payment to bear interest from the day of sale; and as soon as may be convenient after any such sale or sales, the said Trustee shall return to this Court a

full and particular account of their proceedings relative to the sale; with an affidavit annexed of the truth thereof, and of the fairness of said sale; and on obtaining the Court's ratification of the sale, and on payment of the whole purchase money (and not before), the said Trustee shall by a good and sufficient deed,

to be executed, acknowledged and recorded, according to law, convey to the purchaser or purchasers, his, her or their heirs and assigns, the property

and estate to him, her or them sold, free, clear and discharged from all claim of the parties hereto, Petitioner and Mortgagor and those claiming by, from or under them, or either of them. And the said Trustee shall bring into this Court the money arising from said sale, to be distributed under the direction of this Court, after deducting the cost of this suit, and such commission to the said Trustee as this Court shall think proper to allow in consideration of the skill, attention and fidelity wherewith they shall appear to have discharged

their trust; provided, that before the sale herein before decreed shall be made, a statement of the mortgage claim, duly verified by affidavit, as required by law, be filed in said cause.

George Seaford
Judge.

Approximate
value of
Property
\$13,000.00

FILED

1963 AUG -1 PM 2:13

Fidelity and Deposit Company

HOME OFFICE

OF MARYLAND

BALTIMORE 3

BOOK 151 PAGE 147

No. 15,760 Equity

KNOW ALL MEN BY THESE PRESENTS:

That we, Paul Beall and James H. Whitney, 1406 Fidelity Bldg., Balto., Md.
and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, a body corporate, duly incorporated under the laws
of the State of Maryland, as Surety, are held and firmly bound unto the State of Maryland, in the full and
just sum of Thirteen Thousand and 00/100 (\$13,000.00) ----- Dollars,
to be paid to the said State or its certain Attorney, to which payment well and truly to be made, we bind
ourselves, and each of us, our and each of our heirs, executors and administrators, jointly and severally,
firmly by these presents.

Sealed with our seals and dated this 1st day of October
in the year of our Lord one thousand nine hundred and sixty-three

WHEREAS, the above bounden Paul Beall and James H. Whitney
by virtue of a decree of the Honorable the Judge of the Circuit Court of Anne Arundel County
has been appointed Trustee to sell certain property

mentioned in the proceedings in the case of Capital Savings & Loan Assoc., Inc.

vs.

Floyd A. Crumpton and Daisy B. Crumpton, n/v
now pending in said Court:

NOW, THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, That, if the above bounden

Paul Beall and James H. Whitney

do and shall well and faithfully perform the trust reposed in them by said decree, or that may
be reposed in them by any future decree or order in the premises, then the above obligation
to be void; otherwise to be and remain in full force and virtue in law.

Signed, sealed and delivered in the presence of:

Helena Reymann
Helena Reymann

Paul Beall (SEAL)

James H. Whitney (SEAL)

WITNESS:

FIDELITY AND DEPOSIT COMPANY OF MARYLAND

By Hilda V. Hunter
Hilda V. Hunter As to Surety

By Clinton A. Killam, Jr.
Clinton A. Killam, Jr. Attorney-in-Fact

Bond approved this 2nd day of October, 1963

Louis J. Phlips, Clerk

FILED

1963 OCT -2 AM 9:53

BOOK 151 PAGE 148

CAPITAL SAVINGS AND LOAN

ASSOCIATION, INC.

VS

FLOYD A. CRUMPTON and

DAISY B. CRUMPTON, his wife

IN THE CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

(No. 15760)

AUCTIONEER'S CERTIFICATE

I hereby certify that I have this 3rd day of October 1963, sold the property described in the attached advertisement of sale at and for the sum of \$ 13,300 ^{xx} to Elizabeth L. Gilbert he being at that figure the highest bidder therefor, and I further certify that the said sale was fairly made.

Alex Cooper

Alex Cooper - Auctioneer

PURCHASER'S AGREEMENT

I hereby certify that I have this 3rd day of October 1963 purchased the property described in the attached advertisement of sale from Paul Beall & James H. Whitney, Trustees at and for the sum of \$ 13,300 ^{xx} and I hereby agree to comply with the terms of sale as set forth in the attached advertisement of sale.

Elizabeth L. Gilbert

Purchaser

FILED

1963 OCT -7 AM 9:49

KOHLERMAN AND DUMLER
Solicitors
1406 Fidelity Building
Baltimore, Maryland, 21201

Trustee's

Sale

Of Valuable

Fee Simple Property

LOCATED AT THE INTERSECTION OF THE SOUTHWEST SIDE OF THE RITCHIE HIGHWAY AND THE NORTHEAST SIDE OF PASADENA ROAD

By virtue of a Decree of the Circuit Court for Anne Arundel County (No. 15760), the undersigned Trustees will sell at public auction on the premises, on

Thurs., Oct. 3, 1963

at 2:00 O'clock P.M.

ALL THOSE LOTS OF GROUND AND IMPROVEMENTS thereon situate, in the Third District of Anne Arundel County, and described as follows:

BEGINNING for the first thereof at the intersection of the southwest side of the Governor Ritchie Highway, as laid out one hundred fifty feet wide, and the southeast side of a ten foot alley, shown on a plat of Pasadena, filed among the Land Records of Anne Arundel County, the said point of beginning being in the second line of a conveyance from John R. Chiles and Lucy B. Chiles, his wife, to John Appleton, dated October 7, 1921, and recorded among the Land Records in Liber W.N.W. No. 52, folio 57; and running thence with the said line, as now surveyed, and with the southeast side of the said ten foot alley, South seventy degrees thirty-five minutes west one hundred nineteen and forty-one one-hundredths feet (S 70 degrees 35' W 119.41') to the end of the said line; thence leaving the said alley and continuing with the outline of the said conveyance, South nineteen degrees twenty-five minutes east sixty-four and twenty-nine one-hundredths feet (S 19 degrees 25' E 64.29') to the northeast side of Pasadena Road, as laid out thirty feet wide; thence running with the northeast side of Pasadena Road, across part of the said conveyance, South sixty-six degrees nine minutes east fifteen and eighty-two one-hundredths feet (S 66 degrees 09' E 15.82') to a point in the fourth line of the said conveyance; thence leaving the said fourth line, North seventy degrees thirty-five minutes east one hundred nineteen and fifteen one-hundredths feet (N 70 degrees 35' E 119.15') to the southwest side of the heretofore mentioned Governor Ritchie Highway; thence leaving the said line and running with the southwest side of the said Highway, North twenty-seven degrees thirty-four minutes west seventy-five and seventy-six one-hundredths feet (N 27 degrees 34' W 75.76') to the place of beginning, containing nine thousand three hundred (9,300) square feet of land, more or less.

BEGINNING for the second thereof where the second line of the whole tract, of which the land hereby described is a part, intersects the southwest side of the Governor Ritchie Highway, as laid out one hundred fifty feet wide; and running thence with the said second line South seventy degrees thirty-five minutes west one hundred nineteen and fifteen one-hundredths feet (S 70 degrees 35' W 119.15') to the point where the said line intersects the northeast side of Pasadena Road, as laid out thirty feet wide; thence running with the northeast side of the said Pasadena Road, South sixty-six degrees nine minutes east one hundred eighty-nine and eleven one-hundredths feet (S 66 degrees 09' E 189.11') to the southwest side of the Governor Ritchie Highway; thence running with the southwest side of the said Highway, North twenty-seven degrees thirty-four minutes west one hundred thirty and ninety-three one-hundredths feet (N 27 degrees 34' W 130.93') to a point of beginning, containing seven thousand seven hundred twenty-two (7,722) square feet of land, more or less.

BEGINNING for the third there-

of at a pipe set where the south side of the ten foot alley lying between Blocks 11 and 591, as shown on a plat of Pasadena recorded among the Plat Records of Anne Arundel County in Plat Cabinet 2, Rod B-4, folio 34, intersects the north side of Pasadena Road, said pipe being South seventy degrees thirty-five minutes west one hundred eighty-eight and twenty-one one-hundredths feet (S 70 degrees 35' W 188.21') along the south side of said alley from a pipe found on the west right of way line of the Governor Ritchie Highway; and running from said beginning point with the south side of said alley, North seventy-five degrees thirty minutes east sixty-eight and three-tenths feet (N 75 degrees 30' E 68.3') to a pipe set at the end of the South seventy degrees thirty-five minutes west one hundred nineteen and forty-one one-hundredths foot (S 70 degrees 35' W 119.41') line of the conveyance from Mary E. Appleton to William M. Howell and Blanche E. Howell, his wife, by deed dated June 13, 1952, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. 692, folio 192; thence with the second line of said conveyance, South nineteen degrees twenty-five minutes east sixty-four and twenty-nine one-hundredths feet (S 19 degrees 25' E 64.29') to a pipe found on the north side of Pasadena Road, thirty feet wide; thence with the same, North sixty-six degrees nine minutes west ninety-three and seventy-nine one-hundredths feet (N 66 degrees 09' W 93.79') to the place of beginning.

BEING part of Block Five Hundred Ninety, (590), as shown on the above mentioned plat of Pasadena, and as surveyed by J. R. McCrone, Jr., Inc., Registered Professional Engineers and Land Surveyors, in August, 1953.

THE above property is located at the intersection of the southwest side of Ritchie Highway and the northeast side of Pasadena Road, and is a triangular lot with a frontage on the Ritchie Highway of approximately two hundred five feet (205'), and a frontage on Pasadena Road of approximately two hundred ninety-nine feet (299'). Said property is improved by a ONE and ONE-HALF STORY FRAME BUILDING COVERED BY ASBESTOS SHINGLES, containing four rooms and bath on first floor, with an attic, floored, but unfinished.

THE property will be sold subject to conditions, restrictions and agreements of record affecting same, if any.

TERMS OF SALE: Cash. A deposit of \$500.00 at time of sale, balance in cash upon final ratification of sale by the Circuit Court for Anne Arundel County, interest to be paid on unpaid purchase money from date of sale to date of settlement. Taxes, water rent, and all other public charges, if any, to be adjusted to the date of sale.

PAUL BEALL
JAMES H. WHITNEY
Trustees

ALEX COOPER INC.
Auctioneers

O-3

BAOR 151 PAGE 150

BOOK 151 PAGE 151

in and for Baltimore City, personally appeared ELZIE L. GILBERT
Baltimore County

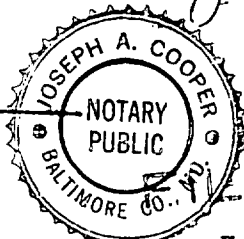
is _____, and that he has not directly or indirectly discouraged anyone from bidding for the said

Elzie L. Gilbert
Purchaser

(SEAL)

Notary Public

Purchaser



1963 OCT -7 AM 9:49

REPORT OF SALE

BOOK 151 PAGE 152
IN THE

CAPITAL SAVINGS AND LOAN

ASSOCIATION, INC.

vs.

FLOYD A. CRUMPTON and

DAISY B. CRUMPTON, his wife

CIRCUIT COURT

FOR
~~XBT~~

ANNE ARUNDEL COUNTY

~~XXXXXXXXXXXX~~

(In Equity)

Docket 21-268, Case No. 15,760

To The Honorable Judge of the

Circuit Court of Baltimore City FOR ANNE ARUNDEL COUNTY:

The Report of Sale of Paul Beall and James H. Whitney,

Trustees appointed by the decree in the above entitled cause, to make sale of fee simple property located at the intersection of the southwest side of Ritchie Highway and the northeast side of Pasadena Road,

in the proceedings in said cause mentioned, respectfully shows, that after giving bond with security for the faithful discharge of their trust as prescribed by said decree, which was duly approved, and having given notice of the time, place, manner and terms of sale, by advertisements inserted in

the Capital Gazette,

a weekly ~~daily~~ newspaper published in ~~Baltimore City~~ Anne Arundel County, three successive weeks preceding the day of sale, said Trustees did pursuant to said notice on Thursday the third day of October, 1963, at 2 o'clock P. M. attend on the premises and then and there sold the said fee simple property to Elzie L. Gilbert, at and for the sum of Thirteen Thousand Three Hundred Dollars (\$13,300.00), he having offered the highest price therefor.

Paul Beall

Paul Beall

James H. Whitney

James H. Whitney

Trustees

State of Maryland, City of Baltimore, Sct:

I HEREBY CERTIFY, That on this fourth day of October, 1963, before me, the subscriber, a Notary Public of the State of Maryland, in and for the City of Baltimore aforesaid, personally appeared Paul Beall and James H. Whitney,

Trustees, and made Oath that the facts stated in the foregoing Report of Sale are true, as therein set forth, and that the sale thereby reported was fairly made.

As witness my hand and Notarial Seal,

My commission expires May 3, 1965.

Helena Reymann
Helena Reymann Notary Public.

FILED
OCT - 7 AM 9:49

ORDER NISI

CAPITAL SAVINGS AND LOAN
ASSOCIATION, INC.

versus

FLOYD A. CRUMPTON and
DAISY B. CRUMPTON his wife

BOOK 151 PAGE 153
IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 15,760 Equity

Ordered, this 7th day of October, 19 63, That the sale of the property in these proceedings mentioned made and reported by Paul Beall and James H. Whitney, Trustees

BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 12th day of November next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 12th day of November next.

The report states that the amount of sale was \$13,300.00.

Louis N. Phipps

Clerk.

True Copy,

Paul Beall, Atty.
(Final Order)

TEST: For the Maryland Gazette Clerk.

CAPITAL SAVINGS AND LOAN
ASSOCIATION, INC.

versus

FLOYD A. CRUMPTON and
DAISY B. CRUMPTON, his wife

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

Term, 19

ORDERED BY THE COURT, This 13th day of November, 19 63 that the sale made and reported by the Trustees aforesaid, be and the same is hereby finally Ratified and Confirmed no cause to the contrary having been shown, although due notice appears to have been given as required by the Order Nisi, passed in said cause; and the Trustees allowed the usual commissions and such proper expenses as he shall produce vouchers for the Auditor.

George Saeber
JUDGE.

FILED

1963 NOV 13 PM 3:29

KOHLERMAN, D. DUMLER
Solicitors
1406 Fidelity Building
Baltimore, Maryland, 21201

Trustee's Sale

Of Valuable

Fee Simple Property

LOCATED AT THE INTERSECTION OF THE SOUTHWEST SIDE OF THE RITCHIE HIGHWAY AND THE NORTHEAST SIDE OF PASADENA ROAD

By virtue of a Decree of the Circuit Court for Anne Arundel County (No. 15760), the undersigned Trustees will sell at public auction on the premises, on

Thurs., Oct. 3, 1963
at 2:00 O'clock P.M.

ALL THOSE LOTS OF GROUND AND IMPROVEMENTS thereon situate, in the Third District of Anne Arundel County, and described as follows:

BEGINNING for the first thereof at the intersection of the southwest side of the Governor Ritchie Highway, as laid out one hundred fifty feet wide, and the southeast side of a ten foot alley, shown on a plat of Pasadena, filed among the Land Records of Anne Arundel County, the said point of beginning being in the second line of a conveyance from John R. Chiles and Lucy B. Chiles, his wife, to John Appleton, dated October 7, 1921, and recorded among the Land Records in Liber W.N.W. No. 52, folio 57; and running thence with the said line, as now surveyed, and with the southeast side of the said ten foot alley, South seventy degrees thirty-five minutes west one hundred nineteen and forty-one one-hundredths feet (S 70 degrees 35' W 119.41') to the end of the said line; thence leaving the said alley and continuing with the outline of the said conveyance, South nineteen degrees twenty-five minutes east sixty-four and twenty-nine one-hundredths feet (S 19 degrees 25' E 64.29') to the northeast side of Pasadena Road, as laid out thirty feet wide; thence running with the northeast side of Pasadena Road, across part of the said conveyance, South sixty-six degrees nine minutes east fifteen and eighty-two one-hundredths feet (S 66 degrees 09' E 15.82') to a point in the fourth line of the said conveyance; thence leaving the said fourth line, North seventy degrees thirty-five minutes east one hundred nineteen and fifteen one-hundredths feet (N 70 degrees 35' E 119.15') to the southwest side of the heretofore mentioned Governor Ritchie Highway; thence leaving the said line and running with the southwest side of the said Highway, North twenty-seven degrees thirty-four minutes west seventy-five and seventy-six one-hundredths feet (N 27 degrees 34' W 75.76') to the place of beginning, containing nine thousand three hundred (9,300) square feet of land, more or less.

OFFICE OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

CERTIFICATE OF PUBLICATION

Annapolis, Md., October 8, 1963

We hereby certify, that the annexed

Trustee's Sale
Ex. 15, 760.
Ritchie Highway and
Pasadena Road

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4

successive weeks before the 3rd

day of October, 1963. The first

insertion being made the 12th day of

September, 1963.

THE CAPITAL-GAZETTE PRESS, INC.

1963 OCT 9 PM 12:22

By

H. H. H. H. H.

BOOK 151
PAGE 154

No.

14

BEGINNING for the second thereof where the second line of the whole tract, of which the land hereby described is a part, intersects the southwest side of the Governor Ritchie Highway, as laid out one hundred fifty feet wide; and running thence with the said second line South seventy degrees thirty-five minutes west one hundred nineteen and fifteen one-hundredths feet (S 70 degrees 35' W 119.15') to the point where the said line intersects the northeast side of Pasadena Road, as laid out thirty feet wide; thence running with the northeast side of the said Pasadena Road, South sixty-six degrees nine minutes east one hundred eighty-nine and eleven one-hundredths feet (S 66 degrees 09' E 189.11') to the southwest side of the Governor Ritchie Highway; thence running with the southwest side of the said Highway, North twenty-seven degrees thirty-four minutes west one hundred thirty and ninety-three one-hundredths feet (N 27 degrees 34' W 130.93') to a point of beginning, containing seven thousand seven hundred twenty-two (7,722) square feet of land, more or less.

BEGINNING for the third thereof at a pipe set where the south side of the ten foot alley lying between Blocks 11 and 391, as shown on a plat of Pasadena recorded among the Plat Records of Anne Arundel County in Plat Cabinet 2, Rod B-4, folio 34, intersects the north side of Pasadena Road, said pipe being South seventy degrees thirty-five minutes west one hundred eighty-eight and twenty-one one-hundredths feet (S 70 degrees 35' W 188.21') along the south side of said alley from a pipe found on the west right of way line of the Governor Ritchie Highway; and running from said beginning point with the south side of said alley, North seventy-five degrees thirty minutes east sixty-eight and three-tenths feet (N 75 degrees 30' E 68.3') to a pipe set at the end of the South seventy degrees thirty-five minutes west one hundred nineteen and forty-one one-hundredths feet (S 70 degrees 35' W 119.41') line of the conveyance from Mary E. Appleton to William M. Howell and Blanche E. Howell, his wife, by deed dated June 13, 1952, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. 692, folio 192; thence with the second line of said conveyance, South nineteen degrees twenty-five minutes east sixty-four and twenty-nine one-hundredths feet (S 19 degrees 25' E 64.29') to a pipe found on the north side of Pasadena Road, thirty feet wide; thence with the same, North sixty-six degrees nine minutes west ninety-three and seventy-nine one-hundredths feet (N 66 degrees 09' W 93.79') to the place of beginning.

BEING part of Block Five Hundred Ninety (590), as shown on the above mentioned plat of Pasadena, and as surveyed by J. R. McCrone, Jr., Inc., Registered Professional Engineers and Land Surveyors, in August, 1953.

THE above property is located at the intersection of the southwest side of Ritchie Highway and the northeast side of Pasadena Road, and is a triangular lot with a frontage on the Ritchie Highway of approximately two hundred five feet (205'), and a frontage on Pasadena Road of approximately two hundred ninety-nine feet (299'). Said property is improved by a ONE and ONE-HALF STORY FRAME BUILDING COVERED BY ASBESTOS SHINGLES, containing four rooms and bath on first floor, with an attic, floored, but unfinished.

THE property will be sold subject to conditions, restrictions and agreements of record affecting same, if any.

TERMS OF SALE: Cash. A deposit of \$500.00 at time of sale, balance in cash upon final ratification of sale by the Circuit Court for Anne Arundel County. Interest to be paid on unpaid purchase money from date of sale to date of settlement. Taxes, water rent, and all other public charges, if any, to be adjusted to the date of sale.

PAUL BEALL
JAMES H. WHITNEY
Trustees

ALEX COOPER INC.
Auctioneers

Fidelity and Deposit Company

HOME OFFICE

OF MARYLAND

BALTIMORE 3

BOOK 12 PAGE 198

add'l BOND NO. 77 17 347

77-15,760 Equity

KNOW ALL MEN BY THESE PRESENTS:

BOOK 151 PAGE 157

That we, Paul Beall and James H. Whitney, 1406 Fidelity Bldg., Balto., Md.

and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, a body corporate, duly incorporated under the laws of the State of Maryland, as Surety, are held and firmly bound unto the State of Maryland, in the full and just sum of Three Hundred and 00/100 (\$300.00) Dollars, to be paid to the said State or its certain Attorney, to which payment well and truly to be made, we bind ourselves, and each of us, our and each of our heirs, executors and administrators, jointly and severally, firmly by these presents.

Sealed with our seals and dated this 8th day of October in the year of our Lord one thousand nine hundred and sixty-three

WHEREAS, the above bounden Paul Beall and James H. Whitney

by virtue of a decree of the Honorable the Judge of the Circuit Court of Anne Arundel County has been appointed Trustee to sell certain property

mentioned in the proceedings in the case of Capital Savings and Loan Association, Inc.

vs:

Floyd A. Crumpton and Daisy B. Crumpton, n/w
now pending in said Court:

NOW, THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, That, if the above bounden Paul Beall and James H. Whitney

do and shall well and faithfully perform the trust reposed in them by said decree, or that may be reposed in them by any future decree or order in the premises, then the above obligation to be void; otherwise to be and remain in full force and virtue in law.

Signed, sealed and delivered in the presence of:

Mary O'Brien

Paul Beall (SEAL)
Paul Beall

James H. Whitney (SEAL)
James H. Whitney

WITNESS:

FIDELITY AND DEPOSIT COMPANY OF MARYLAND

By Hilda V. Hunter As to Surety

By Clinton A. Killam, Jr. Attorney-in-Fact

MD3116a-500, 3-62 159921
Trustee's Bond

Bond approved this 10 day of October, 1963

Louis N. Phipps, Clerk

FILED

1963 OCT 10 AM 11:51

Order Nisi

IN THE CIRCUIT COURT FOR
ANNE ARUNDEL COUNTY
No. 15,760 Equity

CAPITAL SAVINGS AND LOAN
ASSOCIATION, INC.

versus

FLOYD A. CRUMPTON and
DAISY B. CRUMPTON, his wife.

Ordered, this 7th day of October, 1963, That the sale of the property in these proceedings mentioned made and reported by Paul Beall and James H. Whitney, Trustees BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 12th day of November next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 12th day of November next.

The report states that the amount of sale was \$13,300.00.

LOUIS N. PHIPPS, Clerk

True Copy, TEST:

LOUIS N. PHIPPS, Clerk

O-31

OFFICE OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

BOOK 151 PAGE 158

CERTIFICATE OF PUBLICATION

Annapolis, Md., November 4, 1963

We hereby certify, that the annexed

Order Nisi Sale
Eq. 15,760
Floyd A. Crumpton

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel

County, Maryland, once a week for 4

successive weeks before the 12th

day of November, 1963. The first

insertion being made the 10th

October, 1963

FILED

THE CAPITAL-GAZETTE PRESS, INC.

1963 NOV -5 PM 2:20
No. M. G. 75-42

By *H. Tilghman*

In the Case of

CAPITAL SAVINGS & LOAN ASSOCIATION, INC.

VS.

FLOYD A. CRUMPTON and

DAISY B. CRUMPTON, his wife

In the

Circuit Court

For

Anne Arundel County

No. 15,760 Equity

To the Honorable, the Judges of said Court:

The Auditor reports to the Court that he has examined the proceedings in the above entitled cause, and from them he has stated the within account, and that he has this day given notice of the filing of this account to all parties and persons who have filed a claim to the proceeds of sale herein, in accordance with General Equity Rule #595.

All of which is respectfully submitted.

[Signature]
Auditor.

FINAL ORDER

ORDERED BY THE COURT, this 23rd day of January, 1964, that the foregoing Report and Account of the Auditor be and the same is hereby finally ratified and confirmed, no cause to the contrary having been shown, and that the Trustee apply the proceeds accordingly with a due proportion of interest as the same has been or may be received.

Louis N. Phipps
Clerk
Per: *L. Murphy*, deputy

BOOK 151 PAGE 160

Cr.

By	Amount of Sale, as per Trustee's Report of Sale for			13,300	00		
By	Interest, 6%, on deferred payment \$12,800.00, from 10/3/63 to 12/13/63			149	33		
By	Adjustment, 1963 taxes, 10/3/63 to 12/31/63			47	98		
						13,497	31
To	Trustees, for fee, viz:	75	00				
To	Trustees, for commission, viz:	429	00				
				504	00		
To	Trustees, for court costs, viz:						
	Plaintiff's solicitor appearance fee	10	00				
	Clerk, court costs	28	00				
	Auditor, this account	22	50				
				60	50		
To	Trustees, for expenses, viz:						
	Capital-Gazette Press Inc., Adv. & Nisi - Sale	212	76				
	Sunpapers, Adv. - Sale	107	80				
	Fidelity & Deposit Co. of Maryland - bond	56	00				
	Alex Cooper, Auctioneers fee	392	50				
	$\frac{1}{2}$ Federal & State Revenue stamps	22	27				
				791	33		
To	Capital Savings & Loan Assoc., Inc., Mortgagee, on account of Mortgage claim			12,141	48		
						13,497	31
	Balance due on Mortgage, as per claim filed	12,875	50				
	Interest, 6%, thereon, from 7/25/63 to 1/15/64	363	83				
		13,239	33				
	Credit, amount allowed above	12,141	48				
	This amount subject to decree in personam	1,097	85				

14

BOOK 151 PAGE 161

IN THE MATTER OF THE : IN THE
 MORTGAGED PROPERTY OF : CIRCUIT COURT
 WILLIAM C. WALSTON : FOR
 : ANNE ARUNDEL COUNTY
 : EQUITY NO. 15473

.. .. .
ORDER TO DOCKET SUIT

Mr. Clerk:

Please file the mortgage and Assignment appearing thereon, marked "Plaintiffs' Exhibit A", in this foreclosure suit.

Henry J. Tarantino
 Henry J. Tarantino
 Assignee

HENRY J. TARANTINO
 ATTORNEY AT LAW
 160 SOUTH STREET
 ANNAPOLIS, MARYLAND

FILED
 1963 MAR -6 PM 1:58

MORTGAGE

THIS PURCHASE MONEY MORTGAGE made this 1st day of April, 1961, by and between William C. Walston, party of the first part, and Manley E. Brizendine and Virginia Brizendine, his wife, Mortgagees.

24489
WHEREAS, the said Mortgagor is justly and bona fide indebted unto the said Mortgagees in the full and just sum of Seven Thousand Four Hundred Dollars (\$7,400.00), this day loaned by said Mortgagees to said Mortgagor to be paid and applied on the purchase money for the property hereinafter described, said sum with interest thereon at the rate of six per cent (6%) per annum to be repaid in monthly installments of \$60.00 each, payable on or about the 1st day of each and every month hereafter until fully paid, said payments to be applied first to the interest on the unpaid balance and the remainder to the principal; with the privilege to said Mortgagor, at any time during the existence of this Mortgage and before default shall have occurred hereunder, to pay said principal indebtedness in its entirety with interest thereon to the time of such payment, or to pay in larger installments, on each installment date, than the amounts hereby required. Provided, however, that the unpaid balance of this Mortgage, together with the interest due hereunder, shall be due and payable on the 31st day of March 1976; and

WHEREAS, it was a condition precedent to the making of said loan that same should be secured by a good and valid Mortgage of the property hereinafter described and in order to comply with said condition precedent and to secure the repayment of said indebtedness, both principal and interest as the same shall mature, these presents are executed.

NOW THIS MORTGAGE WITNESSETH, that in consideration of the premises and the sum of One Dollar (\$1.00), the said

1963 MAR-6 PM 1:58
FILED

BOOK 151 PAGE 163

BOOK 1470 PAGE 598

Mortgagor does hereby grant and convey unto the said Mortgagees, their heirs and assigns, in fee simple, all that lot or parcel of ground situate and lying in the Second Election District of Anne Arundel County in the State of Maryland and described as follows:

Lots numbered Twenty-Six (26) and Twenty-Seven (27) in Block numbered Ten (10) as shown on a certain map entitled "Herald Harbor on the Severn, Amended Map of Section "A", Edward W. Digges, Eng. November 1924", plat whereof is recorded among the Land Records of Anne Arundel County in Plat Book W. N. W. 3, folio 32.

BEING the same property which the said Mortgagor acquired from Manley E. Brizendine and Virginia Brizendine, his wife, by deed dated the 1st day of April, 1961, and recorded among the Land Records of Anne Arundel County immediately prior hereto.

TOGETHER WITH the buildings and improvements thereon and the rights, ways, waters, privileges, appurtenances and advantages thereto belonging or in anywise appertaining.

TO HAVE AND TO HOLD the aforesaid parcel of ground and premises unto and to the proper use and benefit of the said Mortgagor, his heirs and assigns, forever.

PROVIDED that if the said Mortgagor, his heirs, personal representatives or assigns, shall well and truly pay or cause to be paid the aforesaid sum of Seven Thousand Four Hundred Dollars (\$7,400.00) and all interest thereon accrued, when and as the same may be due and payable, and shall perform all the covenants herein on his part to be performed, then this mortgage shall be void.

AND, it is agreed that, until default be made in the premises, the said Mortgagor, his heirs and assigns, shall possess the aforesaid property upon paying in the meantime, all taxes and assessments, public dues and charges of every kind, levied or assessed, or to be levied or assessed on said hereby

mortgaged property, which taxes, assessments, public dues, charges, mortgage debt and interest, the said Mortgagor for himself, his heirs, personal representatives and assigns, does hereby covenant to pay when legally demandable. But if default be made in payment of said money, or the interest thereon to accrue in any part of either of them, at any time limited for the payment of the same, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt shall be deemed due and demandable, and it shall be lawful for the said Mortgagees, their heirs, personal representatives or assigns, or Douglas F. Lyons, their Attorney or Agent, at any time after such default, to sell the property hereby mortgaged or so much thereof as may be necessary, to satisfy and pay said debt, interest and all costs incurred in making such sale, and to grant and convey the said property to the purchaser or purchasers thereof, his, her or their heirs or assigns, and which sale shall be made in the manner following, viz: upon giving twenty days notice of the time, place, manner and terms of sale, in some newspaper printed in Anne Arundel County, and such other notice as by the said Mortgagees, their heirs, personal representatives or assigns, may be deemed expedient; and in the event of a sale of said property, under the powers hereby granted, the proceeds arising from such sale to apply: First, to the payment of all expenses incident to such sale, including a fee of One Hundred Dollars (\$100.00) and a commission to the party making sale of said property equal to the commission allowed trustees for making sale of property by virtue of a decree of a Court having equity jurisdiction in the State of Maryland; secondly, to the payment of all claims of the said Mortgagees, their heirs, personal representatives and assigns under this Mortgage, whether the same shall have been matured or not, and the surplus (if any there be) shall be paid to the said Mortgagor, his heirs, personal representatives or assigns, or to whoever may be entitled to the same.

BOOK 151 PAGE 165

BOOK 1470 PAGE 599A

AND the said Mortgagor for himself, his heirs, personal representatives and assigns, does hereby covenant and agree that immediately upon the first insertion of the advertisement or notice of sale as aforesaid under the powers hereby granted, there shall be and become due by them to the party inserting said advertisement or notice, all expenses incident to said advertisement or notice, all court costs and expenses incident to the foreclosure proceedings under this Mortgage and a commission on the total amount of the Mortgage indebtedness, principal and interest, equal to one-half the percentage allowed as commissions to trustees making sale under orders or decrees of the Circuit Court for Anne Arundel County in Equity, which said expenses, costs and commission the said Mortgagor for himself, his heirs personal representatives and assigns, does hereby covenant to pay, and the said Mortgagees, their heirs, personal representatives or assigns, or Douglas F. Lyons, their said attorney, shall not be required to receive the principal and interest only, of said Mortgage debt in satisfaction thereof, unless the same be accompanied by a tender of the said expenses, costs, and commission, but said sale may be proceeded with unless, prior to the day appointed therefor, legal tender be made of said principal, costs, expenses, and commission.

AND the said party of the first part further covenants to insure, and pending the existence of this Mortgage to keep insured, the improvements on the thereby mortgaged property to the amount of at least Seventy-Four Hundred Dollars (\$7400.00), and to cause the policy to be effected thereon to be so framed or endorsed as, in case of fire, to inure to the benefit of the said Mortgagees, their executors, administrators or assigns, to the extent of their lien or claim hereunder.

BOOK 1470 PAGE 599B

AS WITNESS the Hand and Seal of the said Mortgagor.

Witness:

Douglas F. Lyons

William C. Walston (SEAL)
William C. Walston

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, to wit:

I HEREBY CERTIFY that on this 1st day of April, 1961, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared William C. Walston, the Mortgagor named in the foregoing Mortgage, and duly acknowledged the foregoing to be his act. At the same time also appeared Manley E. Brizendine and Virginia Brizendine, his wife, the within-named Mortgagees, and made oath in due form of law that the consideration set forth in said Mortgage is true and bona fide as therein set forth.

AS WITNESS my Hand and Notarial Seal.

Dorothy R. Skipp
DOROTHY R. SKIPP
Notary Public

Rec'd for record April 22, 1961 at 10:58 AM.

Mailed to Douglas F. Lyons

MAIL TO
WE, the undersigned, do hereby assign the within mortgage to Henry J. Tarantino, Assignee, for the purpose of foreclosure.

WITNESS our hands and seals this 18th day of February, 1963.

WITNESS:

Dorothy R. Skipp
DOROTHY R. SKIPP
Dorothy R. Skipp
DOROTHY R. SKIPP
Dorothy R. Skipp
DOROTHY R. SKIPP

Manley E. Brizendine (SEAL)
Manley E. Brizendine, Mortgagee
Virginia Brizendine (SEAL)
Virginia Brizendine, Mortgagee
Douglas F. Lyons (SEAL)
Douglas F. Lyons, Attorney
named in Mortgage

REC'D FOR RECORD IN
LAND RECORDS OF
ANNE ARUNDEL COUNTY

1963 FEB 25 PM 3:49

& RECORDED IN LIBER LNP
NO 1470 FOLIO 600
LOUIS N. PHIPPS, CLERK

Henry J. Tarantino, Attorney
160 South Street
Annapolis, Maryland.

IN THE MATTER OF THE : IN THE
MORTGAGED PROPERTY OF : CIRCUIT COURT
WILLIAM C. WALSTON : FOR BOOK 151 PAGE 167
ANNE ARUNDEL COUNTY
: EQUITY NO.

.. .. .

ASSIGNEE'S SALE

of

VALUABLE REAL PROPERTY,
IMPROVED BY A DWELLING,
KNOWN AND DESIGNATED AS
LOTS NOS. 26 & 27, BLOCK
10, AS SHOWN ON CERTAIN MAP
ENTITLED "HERALD HARBOR ON
THE SEVERN", SAID PLAT BEING
DULY RECORDED AMONG THE LAND
RECORDS OF ANNE ARUNDEL COUNTY
IN PLAT BOOK W.N.W. NO. 3
FOLIO 32.

Under and by virtue of the power and authority
contained in a mortgage from William C. Walston to Manley E.
Brizendine and Virginia Brizendine, his wife, dated April 1,
1961, and recorded among the Land Records of Anne Arundel
County in Liber G. T. C. No. 1470, folio 597, and the said
mortgage having been duly assigned to Henry J. Tarantino,
Assignee, for the purpose of foreclosure, and (default having
occured thereunder) the undersigned Assignee will sell at
public auction, at the Court House Door, Annapolis, Anne Arundel
County, Maryland, on

THURSDAY, APRIL 4th, 1963

at 11:00 A.M.

the following described property:

Lots numbered Twenty-Six (26) and Twenty-Seven
(27) in Block numbered Ten (10) as shown on a
certain map entitled "Herald Harbor on the
Severn, Amended Map of Section "A", Edward W.
Digges, Eng. November 1924", plat whereof is
recorded among the Land Records of Anne Arundel
County in Plat Book W.N.W. No. 3, folio 32.

Being the same property which by deed dated
April 1, 1961, was conveyed by Manley E.

FILED

1963 MAR -6 PM 11:59

Brizendine and Virginia Brizendine, his wife,
to William C. Walston and recorded among the
Land Records of Anne Arundel County.

BOOK 151 PAGE 168

TERMS OF SALE: The above property will be sold in its
entirety. A deposit of One Thousand (\$1,000.00) Dollars in cash
will be required of the purchaser at the time and place of sale,
balance of the purchase money to be paid upon final ratification
of sale by the Circuit Court for Anne Arundel County, and to bear
interest from the day of sale to day of settlement.

Taxes and all other liens, assessments and public
charges to be adjusted to date of sale.

For further particulars, apply

ROBERT H. CAMPBELL,
Auctioneer
121 Prince George Street
Annapolis, Maryland.

HENRY J. TARANTINO,
Assignee
160 South Street
Annapolis, Maryland.

HENRY J. TARANTINO
ATTORNEY AT LAW
160 SOUTH STREET
ANNAPOLIS, MARYLAND

IN THE MATTER OF THE : IN THE
MORTGAGED PROPERTY OF BOOK 151 PAGE 169 CIRCUIT COURT
WILLIAM C. WALSTON :
: ANNE ARUNDEL COUNTY
: NO. EQUITY

.. ..
STATEMENT OF CLAIM

Original amount of mortgage - - - - -	\$7,400.00
Interest from April 1, 1961 to March 1, 1963 @ 6% - - - - -	843.85 \$8,243.85
Less: Payments on account - - - - -	660.00
Balance principal and interest	\$7,583.85

COMMONWEALTH OF VIRGINIA, COUNTY OF ARLINGTON, to wit:

I HEREBY CERTIFY that on this 12th day of February, 1963, before me, the subscriber, a Notary Public of the Commonwealth of Virginia, in and for the County aforesaid, personally appeared Manley E. Brizendine and Virginia Brizendine, his wife, and they made oath in due form of law that they are the mortgagees named in the mortgage herein, dated April 1, 1961, and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 1470, folio 597, and that the foregoing Statement constitutes a true and just account of the balance remaining due on said mortgage.

AS WITNESS my hand and Notarial Seal.

[Signature]
My Commission Expires March 28, 1965
Notary Public

HENRY J. TARANTINO
ATTORNEY AT LAW
160 SOUTH STREET
ANNAPOLIS, MARYLAND

FILED
1963 MAR -6 PM 1:59

IN THE MATTER OF THE : IN THE
MORTGAGED PROPERTY OF : CIRCUIT COURT
WILLIAM C. WALSTON : FOR
: ANNE ARUNDEL COUNTY
: EQUITY NO.
:

.. . . .
AFFIDAVIT OF NON-MILITARY
STATUS OF MORTGAGOR

COMMONWEALTH OF VIRGINIA, COUNTY OF , to wit:

Manley E. Brizendine and Virginia Brizendine,
his wife, being first duly sworn and on oath depose and say,
that they personally know William C. Walston, and that he is
a citizen of the United States and that he is not in the
Military Service of the United States, as defined by the
Soldiers and Sailors Civil Relief Act.

Manley E. Brizendine
Manley E. Brizendine
Virginia Brizendine
Virginia Brizendine

SUBSCRIBED and SWORN to, before me, this 4th day
of MARCH, 1963.

David C. Smith
Notary Public
My Commission Expires March 28, 1965

HENRY J. TARANTINO
ATTORNEY AT LAW
160 SOUTH STREET
ANNAPOLIS, MARYLAND

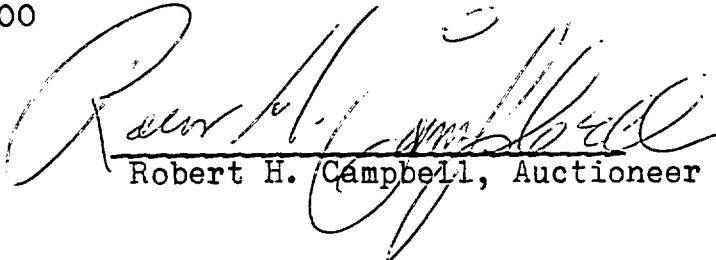
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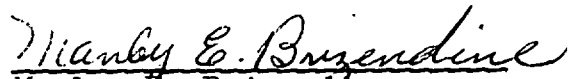
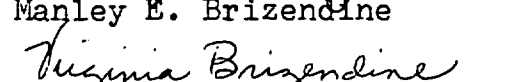
By

AUCTIONEER'S CERTIFICATE AND AGREEMENT OF
PURCHASE

I HEREBY CERTIFY that I have on this 4th day of April, 1963, sold Lots numbered Twenty-Six (26) and Twenty-Seven (27) in Block numbered Ten (10) as shown on a certain map entitled "Herald Harbor on the Severn, Amended Map of Section "A", Edward M. Digges, Eng. November 1924" and improvements thereon, in the Second Election District of Anne Arundel County, Maryland, to Manley E. Brizendine and Virginia Brizendine, his wife, at and for the sum of \$8,000.00


Robert H. Campbell, Auctioneer

I HEREBY CERTIFY that on this 4th day of April, 1963, I purchased the property known as Lots numbered Twenty-Six (26) and Twenty-Seven (27) in Block numbered Ten (10) as shown on a certain map entitled "Herald Harbor on the Severn, Amended Map of Section "A", Edward W. Digges, Eng. November 1924" and improvements thereon, in the Second Election District of Anne Arundel County, Maryland, at and for the sum of Eight Thousand (\$8,000.00) Dollars and I hereby agree to comply with the terms of the sale.


Manley E. Brizendine

Virginia Brizendine

HENRY J. TARANTINO
ATTORNEY AT LAW
160 SOUTH STREET
ANNAPOLIS, MARYLAND

FILED
1963 APR 11 PM 3:28

IN THE MATTER OF THE
MORTGAGED PROPERTY OF
WILLIAM C. WALSTON

BOOK 151 PAGE 173

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

EQUITY NO. 15,473

REPORT OF SALE

The Report of Sale of Henry J. Tarantino, Assignee of mortgage filed in these proceedings respectfully shows:

That under and by virtue of the power of sale contained in mortgage from William C. Walston to Manley E. Brizendine and Virginia Brizendine, his wife, and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 1470, folio 597, which has been duly assigned to Henry J. Tarantino, Assignee, for the purpose of foreclosure, to make sale of property therein described in case of default, and default having occurred thereunder, after having given due notice of the time, place, manner and terms of sale, by advertisement in the Evening Capital, (Certificate of Publication filed herein), a newspaper published in Anne Arundel County, and having complied with all requirements of the mortgage and other laws for such case made and provided, offered the property in said mortgage at public auction, at the Court House Door, Annapolis, Maryland, on Thursday, April 4, 1963, at 11:00 A.M., at and for the sum of Eight Thousand (\$8,000.00) Dollars, being at that figure, the highest bidder therefore and said property being described as follows:

Lots numbered Twenty-Six (26) and Twenty-Seven (27) in Block numbered Ten (10) as shown on a certain map entitled "Herald Harbor on the Severn," Amended Map of Section "A", plat whereof is recorded among the Land Records of Anne Arundel County in Plat Book W.N.W. No. 3, folio 32.

HENRY J. TARANTINO
ATTORNEY AT LAW
160 SOUTH STREET
ANNAPOLIS, MARYLAND

FILED

1963 APR 11 PM 3:28

BEING the same property which by deed dated April 1, 1961, was conveyed by Manley E. Brizendine and Virginia Brizendine, his wife, to William C. Walston and recorded among the Land Records of Anne Arundel County.

And the said Henry J. Tarantino, Assignee, further reports that Manley E. Brizendine and Virginia Brizendine, his wife, were the highest bidder at said sale and that he has received from the said Purchasers, a deposit as required by the terms of sale and also required the purchasers' agreement to comply with the terms of sale, which are as follows:

A deposit of One Thousand (\$1,000.00) Dollars in cash will be required of the purchaser at the time and place of sale, balance of the purchase money to be paid upon final ratification of sale by the Circuit Court for Anne Arundel County, and to bear interest from the day of sale to day of settlement. Taxes and all other liens, assessments and public charges to be adjusted to date of sale.

Henry J. Tarantino
Henry J. Tarantino, Assignee

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, to wit:

I HEREBY CERTIFY that on this 11th day of April, 1963, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared Henry J. Tarantino, Assignee, and he made oath in due form of law that the matters, facts and information set forth in the foregoing Report of Sale are true to the best of his information, knowledge and belief; and that said sale was fairly made.

AS WITNESS my hand and Notarial Seal.

Dorothy Roberts Skipper
Dorothy Roberts Skipper
Notary Public

ORDER NISI

IN THE MATTER OF THE MORTGAGED
PROPERTY OF WILLIAM C. WALSTON

XXXXX

BOOK 151 PAGE 175

IN THE
CIRCUIT COURT

FOR
ANNE ARUNDEL COUNTY

No. 15,473 Equity

Ordered, this 11th day of April, 1963, That the sale of the
property in these proceedings mentioned
made and reported by Henry J. Tarantino, Assignee

BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 10th
day of June next; Provided, a copy of this Order be inserted in some newspaper
published in Anne Arundel County, once in each of three successive weeks before the 10th
day of June next.

The report states that the amount of sale was \$ 8,000.00

Louis N. Phipps

Clerk.

True Copy,

Henry J. Tarantino, Atty.
(Final Order)

TEST: Maryland Gazette (for Apr. 18 edition) Clerk.

IN THE MATTER OF THE MORTGAGED
PROPERTY OF WILLIAM C. WALSTON

XXXXX

IN THE
CIRCUIT COURT

FOR
ANNE ARUNDEL COUNTY

Term, 19

ORDERED BY THE COURT, This 11th day of June, 1963
that the sale made and reported by the Assignee aforesaid, be and the same is hereby finally Ratified and
Confirmed no cause to the contrary having been shown, although due notice appears to have been given as re-
quired by the Order Nisi, passed in said cause; and the Assignee allowed the usual commissions and such
proper expenses as he shall produce vouchers for the Auditor.

U. Bruce Smith

JUDGE.

FILED

1963 JUN 11 PM 12:08

15

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

BOOK

151 PAGE 176

Order NisiIN THE CIRCUIT COURT FOR
ANNE ARUNDEL COUNTY
No. 15,473 EquityIn the Matter of the Mortgaged
Property of
WILLIAM C. WALSTON

Ordered, this 11th day of April, 1963, That the sale of the property in these proceedings mentioned made and reported by Henry J. Tarantino, Assignee BE RATIFIED AND CONFIRMED unless cause to the contrary thereof be shown on or before the 10th day of June next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 10th day of June next.

The report states that the amount of sale was \$8,000.00

LOUIS N. PHIPPS, Clerk

True Copy, TEST:

LOUIS N. PHIPPS, Clerk

M-30

CERTIFICATE OF PUBLICATIONAnnapolis, Md., May 30, 1963

We hereby certify, that the annexed

Order Nisi SaleEq 15,473William C. Walston

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel

County, Maryland, once a week for 4successive weeks before the 10thday of June, 1963. The firstinsertion being made the 9th day ofMay, 1963.

THE CAPITAL-GAZETTE PRESS, INC.

By

H. Tilghman**FILED**

1963

MAY 31

PM 12:22

No. M. G. 2973-22

16

IN THE MATTER OF THE
MORTGAGED PROPERTY OF
WILLIAM C. WALSTON

IN THE
CIRCUIT COURT

BOOK 151 PAGE 177

FOR
ANNE ARUNDEL COUNTY
EQUITY NO. 15,473

.. .. .
PETITION AND ORDER OF COURT

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Petition of Henry J. Tarantino, Assignee of Mortgage
filed in the above styled proceedings respectfully shows:

1. That through inadvertence, your Petitioner failed to
file a bond pursuant to Rule W74 of the Maryland Rules of
Procedure.

WHEREFORE, your Petitioner prays that an Order of Court,
non pro tunc, be passed herein permitting your Petitioner to
file in this Court a bond to the State of Maryland, approved
pursuant to Rule H-2 of the Maryland Rules of Procedure.

AND, AS IN DUTY BOUND, etc.

Henry J. Tarantino
Henry J. Tarantino, Petitioner
and Assignee

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, to wit: ..

I HEREBY CERTIFY that on this 19th day of June, 1963, before
me, the subscriber, a Notary Public of the State of Maryland, in
and for the County aforesaid, personally appeared Henry J. Tarantino,
Petitioner and Assignee, and he made oath in due form of law that
the foregoing information and facts are true as therein set forth
to the best of his information, knowledge and belief.

AS WITNESS my hand and Notarial Seal.

Dorothy Roberts Skipper
Dorothy Roberts Skipper
Notary Public

HENRY J. TARANTINO
ATTORNEY AT LAW
160 SOUTH STREET
ANNAPOLIS, MARYLAND

FILED

1963 JUN 19 PM 1:46

IN THE MATTER OF THE
MORTGAGED PROPERTY OF
WILLIAM C. WALSTON

IN THE
CIRCUIT COURT

FOR

BOOK 151 PAGE 178

ANNE ARUNDEL COUNTY

EQUITY NO. 15,473

.. ..
ORDER OF COURT

Upon the foregoing Petition and Affidavit, it is this
20 day of June, 1963, by the Circuit Court for Anne Arundel
County, in Equity, ORDERED, non pro tunc, that Henry J. Tarantino,
Assignee of Mortgage filed in these proceedings, be permitted
and authorized to file in this Court a bond to the State of
Maryland, approved pursuant to Rule H-2 of the Maryland Rules
of Procedure (1961 Edition), as of April 3, 1963.


JUDGE

HENRY J. TARANTINO
ATTORNEY AT LAW
160 SOUTH STREET
ANNAPOLIS, MARYLAND

GLOBE INDEMNITY COMPANY

A New York Corporation

New York, N. Y.

BOOK

12 PAGE 98

EXECUTIVE OFFICE:
150 WILLIAM STREET
NEW YORK 38, NEW YORK
A STOCK COMPANY



BOOK 151 PAGE 179
Equity #15,473

Bond No. 421592

BOND

KNOW ALL MEN BY THESE PRESENTS: That we, Henry J. Tarantino as Principal, and Globe Indemnity Company, a body corporate of the State of New York, authorized to do business in the State of Maryland, as Surety, are held and firmly bound unto the State of Maryland in the full and just sum of Eight Thousand and 00/100 Dollars (\$8,000.00) - - - - - current money, to be paid to the said State or its certain Attorneys, to which payment well and truly to be made and done, we bind ourselves and each of us, our and each of our heirs, executors, and administrators, jointly and severally, firmly by these presents, sealed with our seals and dated this 3rd day of April, 19 63 .

WHEREAS by virtue of a power of sale contained in a Mortgage from William C. Walston - - - - - to Manley E. Brizendine and Virginia Brizendine, his wife - - - - - , bearing date on or about the 1st day of April, 19 61, the said Henry J. Tarantino as Assignee, is authorized and empowered to make sale of the property described in said Mortgage in case default should occur in the principal debt secured by said Mortgage or the interest thereon in whole or in part, AND WHEREAS default has occurred in the payment of the Principal and interest aforesaid, and the said Henry J. Tarantino as Assignee of said Mortgage is about to execute said power and make sale of the property described in said Mortgage.

NOW, THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, that if the above bounden principal does and shall well and faithfully abide by and fulfill any Order or Decree which shall be made by any Court of Equity in relation to the sale of such Mortgaged property or the proceeds thereof, then the above obligation shall be void; otherwise to be and remain in full force and virtue in law.

Bond approved this 20th day of June, 1963
Louis N. Phillips, Clerk

WITNESS:

Ethel M. Carle
Ethel M. Carle

Henry J. Tarantino (SEAL)
Henry J. Tarantino PRINCIPAL

GLOBE INDEMNITY COMPANY, a body corporate
By John H. Hopkins, IV, Attorney-in-fact

FILED

SURETY

In the Case of

BOOK 151 PAGE 180

IN THE MATTER OF THE MORTGAGED PROPERTY OF

WILLIAM C. WALSTON

VS.

In the

Circuit Court

For

Anne Arundel County

No. 15,473

Equity

To the Honorable, the Judges of said Court:

The Auditor reports to the Court that he has examined the proceedings in the above entitled cause, and from them he has stated the within account, and that he has this day given notice of the filing of this account to all parties and persons who have filed a claim to the proceeds of sale herein, in accordance with General Equity Rule #595.

1963 JUN 25 AM 11:08

FILED

All of which is respectfully submitted.
June 25, 1963

John H. Hopkins, IV,

Auditor.

FINAL ORDER

ORDERED BY THE COURT, this 11 day of July, 1963, that the foregoing Report and Account of the Auditor be and the same is hereby finally ratified and confirmed, no cause to the contrary having been shown, and that the Trustee apply the proceeds accordingly with a due proportion of interest as the same has been or may be received.

Clerk

Per:

deputy

FILED

1963 JUL 11 PM 2:02

Dr. IN THE MATTER OF THE MORTGAGED PROPERTY OF WILLIAM C. WALSTON

BOOK 151 PAGE 181

In Acct. with HENRY J. TARANTINO, Assignee of Mortgage

				Cr.		
1963						
April	4	Proceeds of Sale	8,000	00	8,000	00
					8,000	00
		To Assignee for fee, viz:	100	00		
		To Assignee for Commissions, viz:	270	00	370	00
		To Assignee for Court Costs, viz:				
		Plaintiffs Solicitors appearance fee	10	00		
		Clerk of Court - Court costs	29	25		
		Auditor - stating this account	22	50	61	75
		To Assignee for expenses, viz:				
		Capital-Gazette Press - advertising sale	75	24		
		Capital-Gazette Press - Order nisi, sale	15	00		
		Robert H. Campbell - Auctioneer's fee	50	00		
		Globe Indemnity Co. - Bond Premium	32	00		
		One-half cost documentary stamps	13	20		
		1962 County & State taxes	147	45		
		1963 County & State taxes adjusted (144.15) 1/1/63 to 4/4/63 - 93 days	36	76		
		Dorothy Roberts Skipper - notary fees	1	00		
		David P. Bratton, Jr. - notary fees	1	00	371	65
		To Manley E. Brizendine & Virginia Brizendine				
		this balance on account of claim filed	7,196	60	7,196	60
					8,000	00

22

PETITION FOR FORECLOSURE

AETNA LIFE INSURANCE COMPANY,

a body corporate.

HARTFORD, CONNECTICUT
VS.

WILLIAM K. SNOW and

DOROTHY A. SNOW

109 Ferndale Road

Glen Burnie, Maryland

BOOK 151 PAGE 183
IN THE

CIRCUIT COURT

OF

~~BALTIMORE CITY~~
ANNE ARUNDEL COUNTY

No. 15,861 Equity

To The Honorable, the Judge of said Court:

The petition of the plaintiff respectfully represents

That on the 23rd day of January A. D. 1959 the defendant executed and delivered to Chas. H. Steffey, Inc., County of Anne Arundel a mortgage upon certain fee simple property in the City of Baltimore, therein described, to secure the payment of the mortgage debt of \$10,250.00 and interest as therein mentioned, wherein said mortgagors assented to the passage of a decree for the sale of said mortgaged property, to take place at any time after any default in any covenant or condition of said mortgage; all which will appear from said mortgage, marked "Petitioner's Exhibit No. 1," and filed herewith as part of this petition.

That on January 23rd, 1959 Chas. H. Steffey, Inc. assigned the mortgage and the debt secured thereby unto Aetna Life Insurance Company. That said mortgage is now in default.

And your petitioner prays that a decree may be passed for the sale of said property in accordance with the terms of said mortgage.

And as in duty, &c.

FILED

1963 SEP 16 AM 10:43

Wm. C. Fisher, Jr.
Attorney for Plaintiff
10 Light St. Balt. 2/Md.
Le 91 5040

MORTGAGE

THIS MORTGAGE, Made this *23rd* day of *JANUARY*, A. D. 19*59*, by and between WILLIAM K. SNOW and DOROTHY A. SNOW, his wife

of - - Anne Arundel County- - , in the State of Maryland, hereinafter called the Mortgagor, and
- - - - - CHAS. H. STEFFEY, INCORPORATED - - - - -
a corporation organized and existing under the laws of the State of Maryland - - - - - ,
hereinafter called the Mortgagee.

WHEREAS, the Mortgagor, ~~being a member of the Mortgagee~~, is justly indebted to the Mortgagee for borrowed money in the principal sum of TEN THOUSAND TWO HUNDRED FIFTY AND 00/100ths - - - Dollars (\$ 10,250.00), being part of the purchase money for the property hereinafter described, with interest from date at the rate of five & one-quarter per centum ($5\frac{1}{4}\%$) per annum on the unpaid principal until paid, principal and interest being payable at the office of Chas. H. Steffey, Incorporated, 18 E. Lexington Street, Baltimore, ~~in~~ Maryland - - - - -
~~Maryland~~ or at such other place as the holder hereof may designate in writing, in monthly installments of SIXTY-NINE AND 09/100ths - - - - - Dollars (\$ 69.09), commencing on the first day of *MARCH*, 19*59*, and on the first day of each month thereafter until the principal and interest are fully paid, except that the final payment of principal and interest, if not sooner paid, shall be due and payable on the first day of *FEBRUARY*, 19*79*. Privilege is reserved to pay this debt in whole, or in an amount equal to one or more monthly payments on the principal that are next due, on the first day of any month prior to maturity: PROVIDED, HOWEVER, That written notice of an intention to exercise such privilege is given at least thirty (30) days prior to prepayment; and provided further that in the event this debt is paid in full prior to maturity and while it is insured under the provisions of the National Housing Act, all parties liable for the payment of same, whether principal, surety, guarantor or endorser, agree to be jointly and severally bound to pay to the holder of this mortgage a premium charge of one percent (1%) of the original principal amount hereof, except that in no event shall the adjusted premium exceed the aggregate amount of premium charges which would have been payable if the mortgage had continued to be insured until maturity; such payment to be applied by the holder hereof upon its obligation to the Federal Housing Commissioner.

AND WHEREAS, it was a condition precedent to the making of the aforesaid loan that the repayment thereof, with interest, should be secured by the execution of these presents.

NOW, THEREFORE, THIS MORTGAGE WITNESSETH, that in consideration of the premises and the sum of One Dollar (\$1.00) this day paid, the receipt whereof is hereby acknowledged, the Mortgagor does hereby grant, convey and assign unto the Mortgagee, its successors and assigns, all that lot ~~and~~ of ground situate, lying and being in - - Anne A undel County - - , in the State of Maryland aforesaid, and described as follows, that is to say:

16-55500-6

BEGINNING for the same on the Southwest side of Ferndale Avenue at the division line between Lots Nos. 56 and 57, as shown on the Plat of Cromwell Manor, recorded among the Land Records of Anne Arundel County in Plat Book W.N.W. No. 2, folio 72, thence running in a Southwesterly direction along the division line between Lots Nos. 56 and 57, 150 feet to the Northeast side of Lot No. 34 on said Plat, thence in a Southeasterly direction a total distance of 62 feet 6 inches along the division line between Lot No. 57 and Lot No. 34 and along the division line between Lot No. 57 and Lot No. 33 to a point 12 feet 6 inches along the division line between Lot No. 59 and Lot No. 32 thence in a Northeasterly direction through the center of Lot No. 59, and parallel to the division line between Lots 56 and 57 a distance of 150 feet to the Southwest side of Ferndale Avenue, thence in a Northwesterly direction 62 feet 6 inches to the place of beginning. The improvements thereon being known as No. 109 Ferndale Road.

BEING the same lot of ground described in a Deed dated the *23rd* day of *JANUARY*, 19*59*, and recorded or intended to be recorded among the Land Records of Anne Arundel County immediately prior hereto, from Alfred G. Fuller and Amelia V. Fuller, his wife, to the within named Mortgagors.

FILED

This mortgage is made upon the distinct understanding between the parties hereto that if any of the following items are located on the property above described they shall be considered as fixtures and as such shall pass as a part of the realty hereby conveyed and mortgaged, viz.: All garages; all bathroom accessories, such as tub, lavatory, closet combination, built in medicine cabinets; all kitchen accessories, such as sink, built in kitchen units, garbage disposal unit, dishwasher, gas, electric, and coal ranges; breakfast nook furniture which is attached to or affixed to the dwelling; all cellar accessories, such as laundry equipment and tubs; heating plant complete with its boiler, circulators, radiators, piping and tubing; hot water heaters; oil burner, with its motors, piping and tubing; oil tanks; built in club room with its appurtenances; built in radio and television antenna; all lighting fixtures; built in mantels; screens for windows and doors, storm-windows and window shades. The foregoing enumeration of specific items shall not be construed as excluding from the operation of this mortgage anything on said premises which would partake of the nature of a fixture or fixtures, and which would by operation of law pass to the Mortgagee as a part of the Mortgagee's security.

TOGETHER with the buildings and improvements thereon, and the rights, roads, alleys, ways, waters, privileges, appurtenances and advantages thereto belonging or in anywise appertaining.

TO HAVE AND TO HOLD the said lot(s) of ground and improvements unto the said Mortgagee, its successors and assigns, in fee simple, forever.

PROVIDED, That this conveyance shall be null and void upon the performance of all conditions and stipulations mentioned herein and upon the full payment of the principal debt secured hereby, and the interest thereon, and all moneys advanced or expended, and all other proper costs, charges, commissions and expenses as herein provided. When this mortgage shall have been fully paid off in accordance with its terms and tenor, it will be duly released by the Mortgagee at the request and expense of the Mortgagor, but in the event of default in the payment of any installment of principal or interest as above provided (it being agreed that the default shall exist only if not made good prior to the due date of the next such installment), or if there be a default in any of the conditions, stipulations or covenants of this mortgage, then the Mortgagee may exercise the option of treating the remainder of the mortgage debt hereby secured due and payable. Failure to exercise this option shall not constitute a waiver of the right to exercise it at any other time.

And the Mortgagor, in order more fully to protect the security of this mortgage, covenants and agrees as follows:

1. That, together with, and in addition to, the monthly payments of principal and interest payable under the terms of the mortgage debt hereby secured, the Mortgagor will pay to the Mortgagee, on the first day of each month until the said debt is fully paid, the following sums:

- (a) If this mortgage and the mortgage debt hereby secured are insured under the provisions of the National Housing Act and so long as they continue to be so insured, one-twelfth ($\frac{1}{12}$) of the annual mortgage insurance premium for the purpose of putting the Mortgagee in funds with

which to discharge the said Mortgagee's obligation to the Federal Housing Commissioner for mortgage insurance premiums pursuant to the applicable provisions of the National Housing Act, as amended, and Regulations thereunder. The Mortgagee shall, on the termination of its obligation to pay mortgage insurance premiums, credit to the account of the Mortgagor all payments made under the provisions of this subsection which the Mortgagee has not become obligated to pay to the Federal Housing Commissioner.

- (b) A sum equal to the ground rents, if any, next due, plus the premiums that will next become due and payable on policies of fire and other hazard insurance covering the mortgaged property, plus taxes and assessments next due on the mortgaged property (all as estimated by the Mortgagee) less all sums already paid therefor divided by the number of months to elapse before one month prior to the date when such ground rents, premiums, taxes and assessments will become delinquent, such sums to be held by Mortgagee in trust to pay said ground rents, premiums, taxes and special assessments.
- (c) All payments mentioned in the two preceding subsections of this paragraph and all payments to be made under the mortgage debt hereby secured shall be added together and the aggregate amount thereof shall be paid by the Mortgagor each month in a single payment to be applied by the Mortgagee to the following items in the order set forth:
 - (I) premium charges under the contract of insurance with the Federal Housing Commissioner;
 - (II) ground rent, if any, taxes, special assessments, fire and other hazard insurance premiums;
 - (III) interest on the mortgage debt secured hereby; and
 - (IV) amortization of the principal of said debt.

Any deficiency in the amount of such aggregate monthly payment shall, unless made good by the Mortgagor prior to the due date of the next such payment, constitute an event of default under this mortgage. The Mortgagor agrees to pay a "late charge" not to exceed two (2) cents for each dollar of each payment more than fifteen (15) days in arrears, to cover the extra expense involved in handling delinquent payments.

2. If the total of the payments made by the Mortgagor under (b) of paragraph 1 preceding shall exceed the amount of payments actually made by the Mortgagee for ground rents, taxes, assessments or insurance premiums, as the case may be, such excess shall be credited by the Mortgagee on subsequent payments to be made by the Mortgagor. If, however, the monthly payments made by the Mortgagor under (b) of paragraph 1 preceding shall not be sufficient to pay ground rents, taxes, assessments or insurance premiums when the same shall become due and payable, then the Mortgagor shall pay to the Mortgagee any amount necessary to make up the deficiency on or before the date when payment of such ground rents, taxes, assessments or insurance premiums shall be due. If at any time the Mortgagor shall tender to the Mortgagee, in accordance with the provisions of the mortgage debt secured hereby, full payment of the entire indebtedness, the Mortgagee shall, in computing the amount of such indebtedness, credit to the account of the Mortgagor all payments made under the provisions of (a) of paragraph 1 which the Mortgagee has not become obligated to pay to the Federal Housing Commissioner, and any balance remaining in the funds accumulated under the provisions of (b) of paragraph 1 hereof. If there shall be a default under any of the provisions of this mortgage resulting in a public sale of the premises covered hereby, or if the Mortgagee acquires the property otherwise after default, the Mortgagee shall apply, at the time of the commencement of such proceedings, or at the time the property is otherwise acquired, the balance then remaining in the funds accumulated under (b) of paragraph 1 preceding, as a credit against the amount of principal then remaining unpaid under the mortgage debt, and shall properly adjust any payments which shall have been made under (a) of paragraph 1.

3. That he will pay all taxes, assessments, water rates and other governmental or municipal charges, fines, or impositions, and ground rents for which provision has not been made hereinbefore, and will promptly deliver the official receipts therefor to the Mortgagee; and in default of such payment by the Mortgagor, the Mortgagee may pay the same, and any sum or sums so paid by the Mortgagee shall be added to the mortgage debt hereby secured, shall be payable on demand, shall bear interest at the rate set forth hereinbefore and shall be secured by this mortgage.

4. That he will keep the said premises in as good order and condition as they are now and will not commit or permit any waste thereof, reasonable wear and tear excepted.

5. That he will keep the improvements now existing or hereafter erected on the mortgaged property, insured as may be required from time to time by the Mortgagee against loss by fire and other hazards, casualties and contingencies, including war damage, in such amounts and for such periods as may be required by the Mortgagee and will pay promptly, when due, any premiums on such insurance provisions for payment of which has not been made hereinbefore. All insurance shall be carried in companies approved by the Mortgagee and the policies and renewals thereof shall be held by the Mortgagee and have attached thereto loss payable clauses in favor of and in form acceptable to the Mortgagee. In event of loss Mortgagor will give immediate notice by mail to the Mortgagee, who may make proof of loss if not made promptly by Mortgagor, and each insurance company concerned is hereby authorized and directed to make payment for such loss directly to the Mortgagee instead of to the Mortgagor and the Mortgagee jointly, and the insurance proceeds, or any part thereof, may be applied by the Mortgagee at its option either to the reduction of the indebtedness hereby secured or to the restoration or repair of the property damaged. In event of foreclosure of this mortgage or other transfer of title to the mortgaged property in extinguishment of the indebtedness secured hereby, all right, title and interest of the Mortgagor in and to any insurance policies then in force shall pass to the purchaser or grantee.

6. That upon a default in any of the covenants of this mortgage, the Mortgagee shall be entitled, without notice to the Mortgagor, to the immediate appointment of a receiver of the property covered hereby, without regard to the adequacy or inadequacy of the property as security for the mortgage debt; and upon any such default, whether or not a receiver has been appointed, the rents and benefits of said property are hereby assigned to the Mortgagee as additional security. Until there is a default under this mortgage the Mortgagor shall have the right to possession of the said property.

7. That it shall be deemed a default under this mortgage if he shall sell, cease to own, transfer, or dispose of the within-described property without the written consent of the Mortgagee.

8. The Mortgagor further agrees that should this mortgage and the note secured hereby not be eligible for insurance under the National Housing Act within 60 days from the date hereof (written statement of any officer of the Federal Housing Administration or authorized agent of the Federal Housing Commissioner dated subsequent to the 60 days time from the date of this mortgage, declining to insure this mortgage, being deemed conclusive proof of such ineligibility), the Mortgagee or the holder of this mortgage may, at its option, declare all sums secured hereby immediately due and payable.

9. The Mortgagor covenants and agrees that so long as this mortgage and the said note secured hereby are insured under the provisions of the National Housing Act, he will not execute or file for record any instrument which imposes a restriction upon the sale or occupancy of the mortgaged property on the basis of race, color, or creed. Upon any violation of this undertaking, the Mortgagee may, at its option, declare the unpaid balance of the debt secured hereby immediately due and payable.

10. That he specially warrants the property herein mortgaged, and that he will execute such further assurances thereof as may be required.

AND the said Mortgagor(s) hereby assent(s) to the passage of a decree for the sale of the property hereby mortgaged (the sale to take place after a default in any of the covenants or conditions of this mortgage as herein provided), and the said Mortgagor(s) hereby also authorize(s) the said Mortgagee, its successors or assigns or John W. Steffey, its duly authorized Attorney or Agent, after any default in the terms of this mortgage, to sell the hereby mortgaged property, and any such sale, whether under the above assent to a decree or under the above power of sale, shall be under the provisions of Article LXVI of the Public General Laws of Maryland, or under any other General or Local Law of the State of Maryland relating to mortgages, or any supplement, amendment, or addition thereto. And upon a sale of said property, whether under the above assent to a decree or under the above power of sale, the proceeds shall be applied as follows: (1) To the payment of all expenses incident to such sale, including a fee of One Hundred Dollars and a commission to the party making the sale of said property equal to the commission allowed Trustees for making sale of property by virtue of a decree of a Court having equity jurisdiction in the State of Maryland; (2) to the payment of all claims of the said Mortgagee, its successors or assigns, under this mortgage whether the same shall have matured or not; (3) the surplus (if any there be), to the said Mortgagor(s), their heirs, personal representatives or assigns, or to whomever may be entitled to the same. Half of such commissions and all such expenses and costs shall be paid by the Mortgagor in the event that the mortgage debt shall be paid after any advertisement of said property but before sale thereof.

The covenants herein contained shall bind, and the benefits and advantages shall inure to, the respective heirs, executors, administrators, successors and assigns of the parties hereto. Whenever used, the singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

WITNESS the signature(s) and seal(s) of the Mortgagor(s) on the day and year first above written.

Witness:

William K. Snow
William K. Snow [SEAL]

Dorothy A. Snow
Dorothy A. Snow [SEAL]

George M. Bayley
GEORGE M. BAYLEY [SEAL]

STATE OF MARYLAND, CITY OF BALTIMORE

to wit: BOOK 1269 PAGE 315

I HEREBY CERTIFY, That on this the 23rd day of JANUARY, 1959, before me, a Notary Public of the State of Maryland, the undersigned officer, personally appeared WILLIAM K. SNOW and DOROTHY A. SNOW, his wife - - - - - known to me (or satisfactorily proven) to be the person(s) whose name(s) ~~is~~ (are) subscribed to the within instrument and acknowledged that - they - executed the same for the purpose therein contained.

At the same time also personally appeared *William H. Bayless*, the Agent of the within body corporate, Mortgagee, and made oath in due form of law that the consideration of said mortgage is true and bona fide as therein set forth; and also made oath that he is the agent of the Mortgagee and is duly authorized to make this affidavit.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Recorded Jan. 27, 1959 at 1:41 P.M.

My commission expires: MY COMMISSION EXPIRES MAY 4, 1959

George M. Bayley
GEORGE M. BAYLEY

Notary Public

FOR VALUE RECEIVED, and without recourse, CHAS. H. STEFFEY, INCORPORATED, does hereby assign the within mortgage and the mortgage debt secured thereby unto AETNA LIFE INSURANCE COMPANY, a body corporate of Hartford Connecticut.

WITNESS: the signature of said body corporate, by the hand of its 1st Vice President, and its corporate seal hereto affixed this 23rd day of January, 1959.

WITNESS: CHAS. H. STEFFEY, INCORPORATED

Catherine H. Billingsley
Catherine H. Billingsley, Asst. Sec.

BY:

John E. Esome
John E. Esome, First Vice-President

Rec'd for record and
mailed to the Maryland Title Guarantee Co.
Jan. 27, 1959, at 1:41 P.M.

This form may be used as the security instrument in connection with mortgages to be insured under Section 203, Section 222, and in connection with "individual mortgages" to be insured under Section 213, Section 220 and Section 221 of the National Housing Act.

STATE OF MARYLAND

Loan No.

MORTGAGE

WILLIAM K. SNOW & DOROTHY A. SNOW
TO: CHAS. H. STEFFEY, INCORPORATED
S/ AETNA LIFE INSURANCE COMPANY

Received for Record
at 12:27 P.M.
Same day recorded in Liber No. 1269
Records of
examined per
Cost of Records, \$

Cost of Records, \$

under Section
of the National Housing
and Regulations of the
Federal Housing Commissioner
thereunder
as amended
Dated
By
Authorized Agent.
FEDERAL HOUSING COMMISSIONER
Date
Reference is made to the Act and to the Regulations thereunder covering assignments of the insurance protection on this note.

Military Affidavit under Soldiers' and Sailors' Civil Relief Act
of 1940 and Amendment thereto of October 6, 1942

BOOK 151 PAGE 188
IN THE

CIRCUIT COURT

OF

~~BALTIMORE COUNTY~~

ANNE ARUNDEL COUNTY

No. 15,861 Equity

Docket Folio

AETNA LIFE INSURANCE COMPANY

vs.

WILLIAM K. SNOW and

DOROTHY A. SNOW

Military Affidavit

STATE OF MARYLAND, CITY OF BALTIMORE, To WIT:

I HEREBY CERTIFY that, before me, the subscriber, a Notary Public of said State, in
and for said City, personally appeared Catherine H. Billingsley

and made oath in due form of law that ~~he~~ (she) knows the defendant herein, and that to
the best of ~~his~~ (her) information, knowledge and belief

are not

(1) said defendant ~~is not~~ in the military service of the United States,

are not

(2) said defendant ~~is not~~ in the military service of any nation allied with the United
States,

~~has~~
are

(3) said defendant ~~has~~ not been ordered to report for induction under the Selective
Training and Service Act of 1940 as amended,

are

(4) said defendant ~~is~~ not a member of the Enlisted Reserve Corps who has been or-
dered to report for military service.

Catherine H. Billingsley
CATHERINE H. BILLINGSLEY *affiant.*

Subscribed and sworn to before me

this 9th day of September 1963
Charles B. Lentz
Notary Public

FILED

1963 SEP 16 AM 10:43

STATEMENT OF MORTGAGE CLAIM

BOOK 151 PAGE 189
IN THE

AETNA LIFE INSURANCE COMPANY

CIRCUIT COURT

vs.

— OF —

WILLIAM K. SNOW, et al

~~BALTIMORE CITY~~
ANNE ARUNDEL COUNTY

No. 15,861 Equity

STATEMENT OF MORTGAGE DEBT

Statement of mortgage claim of Aetna Life Insurance Company under mortgage from William K. Snow and Dorothy A. Snow, his wife, to Chas. H. Steffey, Inc., dated January 23rd, 1959 and recorded among the Land Records of Anne Arundel County in liber JTC #1269, Folio 311, etc., which was assigned by Chas. H. Steffey, Inc. on January 23rd, 1959 to Aetna Life Insurance Company.

Amount of principal due	\$ 8,958.08
Interest at 5 $\frac{1}{4}$ % on principal from 2/1/63 to 9/1/63	274.33
	<u>\$ 9,232.41</u>
Less deposit for taxes, etc.	175.85
Net indebtedness as of 9/1/63	<u>\$ 9,056.56</u>

Daily accrual of interest on principal is \$1.306

AETNA LIFE INSURANCE COMPANY

By

Agent

STATE OF MARYLAND, CITY OF BALTIMORE, Set.

I HEREBY CERTIFY, That on this 11th day of September in the year nineteen hundred and ~~sixty-three~~, before me, a Notary Public of the State of Maryland, in and for said City of Baltimore; personally appeared, William A. Fisher, Jr., Agent for Aetna Life Insurance Company

the plaintiff in the above entitled cause, and made oath that the foregoing is a true statement of the amount of the mortgage claim under the mortgage filed in the said cause now remaining due and unpaid.

FILED

1963 SEP 16 AM 10:43

As witness my hand and Notarial Seal,

Notary Public.

DECREE FOR SALE OF MORTGAGE PREMISES

AETNA LIFE INSURANCE COMPANY

BOOK 151 PAGE 190
IN THE

CIRCUIT COURT

vs.

—OF—

~~BALTIMORE COUNTY~~

WILLIAM K. SNOW, et al

ANNE ARUNDEL COUNTY

No. 15,861 Equity

TERM, 19...

The Petition and Exhibit in the above cause having been submitted, the proceedings therein were by the Court read and considered:

It, is, Thereupon, This 16th day of September, in the year nineteen hundred and sixty-three, by the Circuit Court of ~~Baltimore City~~, Anne Arundel County, ADJUDGED, ORDERED and DECREED, that the Mortgaged property in the proceedings mentioned be sold, at or after any one of the periods limited in the mortgage filed for the forfeiture of said mortgage; that William A. Fisher, Jr.

be and he is hereby appointed Trustee to make said sale, and that the course and manner of his proceedings shall be as follows: he shall file with the Clerk of this Court, a Bond to the State of Maryland, executed by

himself and a corporate surety or sureties to be approved by this Court, or by the Clerk thereof, in the penalty of Eleven Thousand and (\$11,000.00) Dollars, conditioned for the faithful performance of the trust reposed in him by this decree, or to be

reposed in him by any future Decree or Order in the premises: he shall then proceed to make the said sale, having given at least three weeks' notice by advertisement, inserted in such daily/weekly newspaper or newspapers published in the County of Anne Arundel, as

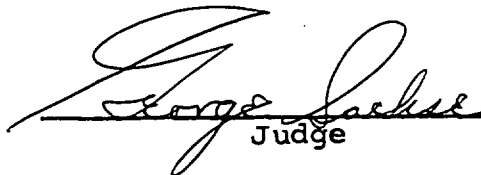
he shall think proper, of the time, place, manner and terms of sale, which shall be cash, deposit of \$500.00 at time of sale, balance in cash upon final ratification or sale by the Court, the credit payment to bear interest from the day of sale*, and as soon as may be convenient after any such sale or sales, the said Trustee shall return to this Court a

full and particular account of his proceedings relative to the sale; with an affidavit annexed of the truth thereof, and of the fairness of said sale; and on obtaining the Court's ratification of the sale, and on payment of the whole purchase money (and not before), the said Trustee shall by a good and sufficient deed,

to be executed, acknowledged and recorded, according to law, convey to the purchaser or purchasers, his, her or their heirs and assigns, the property

and estate to him, her or them sold, free, clear and discharged from all claim of the parties hereto, Petitioner and Mortgagor and those claiming by, from or under them, or either of them. And the said Trustee shall bring into this Court the money arising from said sale, to be distributed under the direction of this Court, after deducting the cost of this suit, and such commission to the said Trustee as this Court shall think proper to allow in consideration of the skill, attention and fidelity wherewith he shall appear to have discharged

his trust; provided, that before the sale herein before decreed shall be made, a statement of the mortgage claim, duly verified by affidavit, as required by law, be filed in said cause.


Judge

* expenses, including taxes, public charges and water rent to be adjusted to date of sale.

FILED

1963 SEP 17 AM 9:08

KNOW ALL MEN BY THESE PRESENTS:

THAT WE William A. Fisher, Jr.

BOOK 12 PAGE 171

as principal,
and Aetna Casualty & Surety Co. ~~of Connecticut~~ a corporation of the State of
Connecticut, as surety, are held and firmly bound unto the State of Maryland, in the full
and just sum of Eleven Thousand (\$11,000) - - - - - Dollars,
current money, to be paid to the said State of Maryland, or its certain Attorney; to which payment, well
and truly to be made and done, we bind ourselves, and each of us, our and each of our Heirs, Successors
and Assigns, Executors and Administrators, jointly and severally, firmly by these presents. Sealed with
our seals, and dated this 20th day of September in the year
of our Lord one thousand nine hundred and sixty-three

BOOK 151 PAGE 191

WHEREAS, the above bounden William A. Fisher, Jr.
by virtue of a decree of the Honorable Judge of the Circuit Court of Anne Arundel Co.
pointed trustee to sell the fee simple property

mentioned in the proceedings in the case of Aetna Life Insurance Company

vs.

William K. Snow & Dorothy Snow, his wife
now pending in said Court:

Now the Condition of the above Obligation is such,

THAT IF THE ABOVE BOUNDEN William A. Fisher, Jr.
do and shall well and faithfully perform the trust reposed in him by said decree, or that may
be reposed in him by any future decree or order in the premises, then the above obligation to
be void; otherwise to be and remain in full force and virtue in law

1963 SEP 23 AM 10:50

Signed, sealed and delivered
in the presence ofHelen G. James
Helen G. James

William A. Fisher, Jr. (SEAL)

Aetna Casualty & Surety Co. (SEAL)

By: John P. Gillette, Attorney-in-fact (SEAL)

John P. Gillette, Attorney-in-fact (SEAL)

State of Maryland, Baltimore City, sct:

KNOW ALL MEN BY THESE PRESENTS: That the

does hereby constitute and appoint

its attorney -in-fact to make, execute and deliver on its behalf, as surety, all bonds of any kind, char-
acter and discription that are or may be required to be filed in the Circuit Court of Baltimore City,
State of Maryland, and it does hereby declare that all such bonds signed and executed by its said attor-
ney -in-fact shall be as binding on it as if they had been duly executed by its proper officers. This power
shall remain in full force and effect until duly revoked and written notice thereof given.

WITNESS the seal of the said

duly affixed by its Vice-President and attested by its Assistant Secretary, this

day of , 195

ATTEST:

By:

Vice President

Assistant Secretary

I HEREBY CERTIFY that the above is a correct and true copy of the original power of attorney.

Bond approved this 23 day of September 1963

Louis N. Phipps, Clerk

Assistant Secretary

=

CIRCUIT COURT

2

BOOK

151 PAGE 192

:

FOR

-VS-

ANNE ARUNDEL COUNTY

Equity Docket 21/225
Case No. 15,861-Equity

• • • • •

PETITION TO SUBSTITUTE TRUSTEE

TO THE HONORABLE, THE JUDGE OF SAID COURT:

The Petition of William A. Fisher, Jr., Trustee, respectfully
represents:

1. That by Decree of this Honorable Court passed on the 16th day of September, 1963, your Petitioner was appointed Trustee to sell at public sale the mortgaged premises in this cause and the penalty of his Bond was set at \$11,000.

2. That public sale of said mortgaged premises will be held on Tuesday, October 15, 1963, at 2:00 p.m., but due to the fact that Your Petitioner will be required to be outside the State on that date, it will be impossible for him to attend said sale.

3. WHEREFORE, Your Petitioner prays that this Honorable Court may pass an Order appointing Peter Parker substitute trustee in the place and stead of Your Petitioner.

AND AS IN DUTY BOUND, ETC.

William A. Fisher, Jr.
William A. Fisher, Jr., Trustee

STATE OF MARYLAND ss;
CITY OF BALTIMORE

I HEREBY CERTIFY that on this 1 day of October, 1963, before me, the Subscriber, a Notary Public of the City and State aforesaid, personally appeared WILLIAM A. FISHER, JR., who made oath in due form of law that the matters and facts herein set forth are true and correct to the best of his information, knowledge and belief.

WITNESS MY HAND and Notarial Seal.

FILED

1963 OCT -8 AM 9:51

Notary Public

10

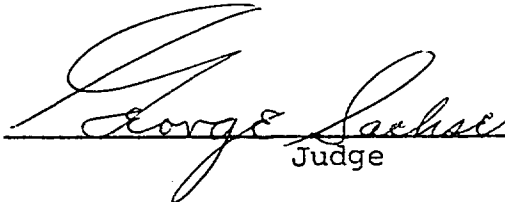
ORDER

BOOK 151 PAGE 193

Upon the foregoing Petition and Affidavit, it is this 8th day of October, 1963, by the Circuit Court for Anne Arundel County.

ORDERED, that Peter Parker be and he is hereby appointed Substituted Trustee in the place and stead of William A. Fisher, Jr. and it is further

ORDERED, that the said Substituted Trustee shall file with the Clerk of this Court a bond to the State of Maryland, executed by the said Substituted Trustee and a surety to be approved by this Court or by the Clerk thereof in the penal amount of \$11,000 conditioned for the faithful performance of the trust reposed in him by this decree or by any future Order or Decree in the premises.


Judge

FILED

1963 OCT -9 PM 2:14

BOOK 151 PAGE 194

12

SEMMER 30WEN & SEMMES
Attorneys
Maryland National Bank Building
Baltimore 2, Maryland.

**Trustees'
Sale**

**Cape Cod Cottage
Known As
109 Ferndale Road**

GLEN BURNIE, A.A. CO., MD.
FIFTH ELECTION DISTRICT
SALE ON PREMISES

**Tues., Oct. 15, 1963
at 2:00 O'clock P.M.**

By Virtue of a decree of the Circuit Court of Anne Arundel County, Case No. 15,861, in the matter of Aetna Life Insurance Company vs. Wm. K. Snow, et al., the undersigned Trustee will sell at public auction, as follows:
ALL THAT LOT of ground and improvements thereon lying and being in A. A. Co., and described as follows:

BEGINNING for the same on the Southwest side of Ferndale Avenue at the division line between Lots Nos. 56 and 57, as shown on the Plat of Cromwell Manor, recorded among the Land Records of Anne Arundel County in Plat Book W.N.W. No. 2, folio 72, thence running in a Southwesterly direction along the division line between Lots Nos. 56 and 57, 150 feet to the Northeast side of Lot No. 34 on said Plat, thence in a Southeasterly direction a total distance of 62 feet 6 inches along the division line between Lot No. 57 and Lot No. 34 and along the division line between Lot No. 57 and Lot No. 33 to a point 12 feet 6 inches along the division line between Lot No. 59 and Lot No. 32 thence in a Northeasterly direction through the center of Lot No. 59 and parallel to the division line between Lots 56 and 57 a distance of 150 feet to the Southwest side of Ferndale Avenue, thence in a Northwesterly direction 62 feet 5 inches to the place of beginning. The improvements thereon being known as No. 109 Ferndale Road. IN FEE SIMPLE.

IMPROVEMENTS, consisting of a cape cod cottage.

TERMS: Deposit of \$500.00 at sale. Balance of unpaid purchase money upon ratification of sale, by the Circuit Court of A. A. Co., Md. and to bear interest from date of sale to date of settlement. Taxes and all other expenses, including Metropolitan Sanitary District Liens, if any, to be adjusted to date of sale. All costs of documentary stamps and A. A. Co. transfer taxes, if any, to be borne by purchaser. The property will be sold subject to conditions, restrictions and agreements, of record, if any.

WM. A. FISHER, JR.
Trustee

A. J. BILLIG & CO., Auctioneers
15 E. Fayette St.
Balto., 2, Md.
PL. 2-8440

S-10

OFFICE OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

CERTIFICATE OF PUBLICATION

Annapolis, Md., October 10, 1963

We hereby certify, that the annexed

Trustee's Sale
109 Ferndale Road
Wm. K. Snow Case No. 15,861

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4

successive weeks before the 15th
day of October, 1963. The first
insertion being made the 19th day of

September, 1963.

FILED
THE CAPITAL-GAZETTE PRESS, INC.

1963 OCT 11 PM 2:47

By H. Tilghman

BOOK 151 PAGE 195

BOOK 151 PAGE 196
AETNA LIFE INSURANCE COMPANY :
VS :
WM. K. SNOW, ET.AL. :
IN THE
CIRCUIT COURT OF
ANNE ARUNDEL COUNTY
IN EQUITY
DOCKET NO.
CASE NO. 15,861

.....

AUCTIONEER'S CERTIFICATE

I hereby certify that I have on this 15th day of October,
1963, sold the property described in the attached advertisement of sale
at and for the sum of Eleven Thousand - Four Hundred (\$11,400) DOLLARS
TO John H & Viola U. Sowers
being at that figure the highest bidder therefor, and I further certify
that the sale was fairly made.

A.J.BILLIG & CO.

BY

Jack F Billig
AUCTIONEER

PURCHASER'S AGREEMENT

I hereby certify that I have on this 15th day of September,
1963, purchased the property described in the attached advertisement of Sale
from ~~xx Peter Parker, substituted Trustee,~~ -----
~~sale from the xx Trustee, at and for the sum of \$~~ Eleven
Thousand - four Hundred (\$11,400⁰⁰) Dollar
and hereby agree to comply with the terms of sale as set forth in the
attached advertisement of sale.

X Viola U. Sowers
Purchaser

John H. Sowers
Purchaser

TEST: _____

FILED

1963 OCT 29 AM 11:09

STATE OF MARYLAND, Baltimore County,, Sect.:

I HEREBY CERTIFY, That on this 15th DAY OF October

1963, before me, the subscriber, a Notary Public of the State of Maryland,

in and for Baltimore County, State - - - - - AFORESAID, personally appeared

John H & Viola Sowers

, Purchaser at

the foreclosure sale in this cause, and made oath in due form of law that he

is the purchaser and purchased same as principal and not as an agent for

anyone, and that he has not directly or indirectly discouraged anyone from

Property No.

bidding for the said 109 Ferndale Rd. mentioned in the said Report

of Sale.

Viola S. Sowers
Purchaser
John H. Sowers
Purchaser

John F. Kelly
Notary Public

(Rule BR 6-2 Sale of Real Property
or Chattels Real and BR 6-C-3
Affidavit of Purchaser) Page 519 & 520

FILED
1963 OCT 29 AM 11:09

REPORT OF SALE

BOOK 151 PAGE 198
IN THE

AETNA LIFE INSURANCE COMPANY

vs.

WILLIAM K. SNOW, ET AL

CIRCUIT COURT

-JOE- -FOR-

~~XXXXXXXXXX~~

ANNE ARUNDEL COUNTY

To The Honorable Judge of the

Circuit Court of Baltimore City

~~XXXXXXXXXX~~ FOR ANNE ARUNDEL COUNTY

The Report of Sale of PETER PARKER

Substituted Trustee appointed by the decree in the above entitled cause, to make sale of

Fee Simple Property

in the proceedings in said cause mentioned, respectfully shows, that after giving bond with security for the faithful discharge of his trust as prescribed by said decree, which was duly approved, and having given notice of the time, place, manner and terms of sale, by advertisements inserted in

Maryland Gazette

a weekly or daily newspaper published in ~~Baltimore City~~ Anne Arundel County for more than three successive weeks preceding the day of sale, said ~~Trustee~~ Substituted Trustee did pursuant to said notice on Tuesday the 15th day of October 1963 at 200 o'clock P.M. attend on the premises and then and there sold

the fee simple property known as 109 Ferndale Road, Glen Burnie, Maryland, to John H. and Viola Souers, for the sum of \$11,400, said amount being the highest amount bid therefor at that sale.

Respectfully submitted,

Peter Parker

Substituted Trustee

State of Maryland, City of Baltimore, Set:

I HEREBY CERTIFY, That on this 28th day of October 19 before me, the subscriber, a Notary Public of the State of Maryland, in and for the City of Baltimore aforesaid, personally appeared PETER PARKER

Substituted Trustee, and made Oath that the facts stated in the foregoing Report of Sale are true, as therein set forth, and that the sale thereby reported was fairly made.

As witness my hand and Notarial Seal,

1963 OCT 29 AM 11:09

FILED
Notary Public
S. Helen [Signature]

ORDER NISI

AETNA LIFE INSURANCE COMPANY

BOOK 151 PAGE 199

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 15,861

Equity

versus

WILLIAM K. SNOW, et al

Ordered, this 29th day of October, 1963, That the sale of the property in these proceedings mentioned made and reported by Peter Parker, Substituted Trustee

BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 2nd day of December next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 2nd day of December next.

The report states that the amount of sale was \$ 11,400.00

True Copy,

Peter Parker, Atty.
(Final Order)

AETNA LIFE INSURANCE COMPANY

versus

WILLIAM K. SNOW, et al

TEST: Maryland Gazette (for Oct. 31 edition) Clerk.

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

Term, 19

ORDERED BY THE COURT, This 3rd day of December, 1963 that the sale made and reported by the Trustee aforesaid, be and the same is hereby finally Ratified and Confirmed no cause to the contrary having been shown, although due notice appears to have been given as required by the Order Nisi, passed in said cause; and the Trustee allowed the usual commissions and such proper expenses as he shall produce vouchers for the Auditor.

FILED

1963 DEC -3 PM 2:37

JUDGE.

Order Nisi
IN THE CIRCUIT COURT FOR
ANNE ARUNDEL COUNTY
No. 15,861 Equity
Aetna Life Insurance Company
versus
WILLIAM K. SNOW, et al
Ordered, this 29th day of Oc-
tober, 1963, That the sale of the
property in these proceedings
mentioned made and reported
by Peter Parker, Substituted
Trustee BE RATIFIED AND
CONFIRMED, unless cause to
the contrary thereof be shown
on or before the 2nd day of De-
cember next; Provided, a copy
of this Order be inserted in
some newspaper published in
Anne Arundel County, once in
each of three successive weeks
before the 2nd day of December
next.
The report states that the
amount of sale was \$11,400.00
LOUIS N. PHIPPS, Clerk
True Copy, TEST:
LOUIS N. PHIPPS, Clerk
N-21

FILED
1963 NOV 26 PM 1:12
No. M. C. 7328

OFFICE OF
Maryland Gazette
Published by
THE CAPITAL-GAZETTE PRESS, INC.
HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

BOOK 151
PAGE 200

CERTIFICATE OF PUBLICATION
Annapolis, Md., November 25, 1963
We hereby certify, that the annexed _____
Order Nisi Sale
Eq. 15,861
William K. Snow, et al
_____ was published in
Maryland Gazette
a newspaper published in the City of Annapolis, Anne Arundel
County, Maryland, once a week for 4 _____
successive weeks before the 2nd _____
day of December, 1963. The first
insertion being made the 31st _____ day of
October, 1963.
THE CAPITAL-GAZETTE PRESS, INC.
By H. Tilghman

KNOW ALL MEN BY THESE PRESENTS:

BOOK 12 PAGE 264

THAT WE PETER PARKER

as principal,

and ETNA CASUALTY AND SURETY COMPANY a corporation of the State of CONNECTICUT, as surety, are held and firmly bound unto the State of Maryland, in the full

and just sum of FOUR HUNDRED (\$400) Dollars, current money, to be paid to the said State of Maryland, or its certain Attorney; to which payment, well and truly to be made and done, we bind ourselves, and each of us, our and each of our Heirs, Successors and Assigns, Executors and Administrators, jointly and severally, firmly by these presents. Sealed with our seals, and dated this 13th day of DECEMBER in the year of our Lord one thousand nine hundred and SIXTY-THREE.

WHEREAS, the above bounden PETER PARKER FOR ANNE ARUNDEL COUNTY by virtue of a decree of the Honorable Judge of the Circuit Court of Baltimore City, has been appointed/trustee SUBSTITUTED to sell THE FEE SIMPLE PROPERTY

mentioned in the proceedings in the case of ETNA LIFE INSURANCE COMPANY

vs.

WILLIAM K. KNOW, ET AL

now pending in said Court:

Now the Condition of the above Obligation is such,

THAT IF THE ABOVE BOUNDEN PETER PARKER do and shall well and faithfully perform the trust reposed in HIM by said decree, or that may be reposed in HIM by any future decree or order in the premises, then the above obligation to be void; otherwise to be and remain in full force and virtue in law

Signed, sealed and delivered in the presence of

State of Maryland, Baltimore City, set:

KNOW ALL MEN BY THESE PRESENTS: That the

a corporation of the State of

does hereby constitute and appoint

its attorney-in-fact to make, execute and deliver on its behalf, as surety, all bonds of any kind, character and discription that are or may be required to be filed in the Circuit Court of Baltimore City, State of Maryland, and it does hereby declare that all such bonds signed and executed by its said attorney-in-fact shall be as binding on it as if they had been duly executed by its proper officers. This power shall remain in full force and effect until duly revoked and written notice thereof given.

WITNESS the seal of the said

duly affixed by its Vice-President and attested by its Assistant Secretary, this

day of , 19

ATTEST:

By: Vice President

Assistant Secretary

I HEREBY CERTIFY that the above is a correct and true copy of the original power of attorney.

, 19

Bond approved this 13th day of December 1963

Assistant Secretary

Louis N. Shippo, Clerk

In the Case of

AMENDED ACCOUNT

AETNA LIFE INSURANCE COMPANY

VS.

WILLIAM K. SNOW and DOROTHY A. SNOW

In the

Circuit Court

For

Anne Arundel County

No. 15,861 Equity

To the Honorable, the Judges of said Court:

The Auditor reports to the Court that he has examined the proceedings in the above entitled cause, and from them he has stated the within account, and that he has this day given notice of the filing of this account to all parties and persons who have filed a claim to the proceeds of sale herein, in accordance with General Equity Rule #595.

All of which is respectfully submitted.

January 8, 1964

John H. Hopkins, IV,

Auditor.

FINAL ORDER

ORDERED BY THE COURT, this 24th day of January, 1964, that the foregoing Report and Account of the Auditor be and the same is hereby finally ratified and confirmed, no cause to the contrary having been shown, and that the Trustee apply the proceeds accordingly with a due proportion of interest as the same has been or may be received.

Clerk

Per: L. H. Murphy, deputy

FILED

1964 JAN 24 AM 9:00

504 JAN -8 PM 2:48

FILED

Dr. AETNA LIFE INSURANCE COMPANY vs. WILLIAM K. SNOW and DOROTHY A. SNOW

BOOK 151 PAGE 203

In Acct. with PETER PARKER, Substitute Trustee

Cr.

1963						
Oct.	15	Proceeds of Sale	11,400	00		
		Interest on deferred payment of \$10,900.00 from 10/15/63 to 12/19/63	96	13	11,496	13
					11,496	13
		To Substitute Trustee for fee, viz:	100	00		
		To Substitute Trustee for commissions, viz:	374	88	474	88
		To Substitute Trustee for Court Costs, viz:				
		Plaintiffs solicitors appearance fee	10	00		
		Clerk of Court - Court Costs	37	75		
		Auditor - Stating this account	40	00	87	75
		To Substitute Trustee for expenses, viz:				
		Maryland Gazette - advertising sale	84	00		
		The Sunpapers - advertising sale	28	80		
		Capital Gazette Press - Order nisi, sale	15	00		
		Aetna Casualty & Surety Co.-bond premium	45	60		
		A.J. Billig & Co. - auctioneer's fee	345	00		
		Title Guaranty Co. - judgment report	1	00		
		Collins Key & Lock Service - new keys	7	50		
		Long distance telephone calls		83		
		Notary fees	2	00		
		A.A.Co. sanitary commissions charges	20	00		
		One-half cost documentary stamps	12	65		
		Premium-vandalism & M.M. insurance	34	24		
		1% F.H.A. - release fee	102	50		
		1963 County & State taxes, adjusted 1/1/63 to 10/15/63 - (192.21)	180	55		
		F.H.A. - Insurance premium	43	92		

22

Equity
No. 15,900

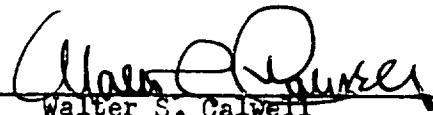
BOOK 151 PAGE 205

WALTER S. CALWELL,	:	IN THE CIRCUIT COURT
Attorney Named in Mortgage	:	
VS.	:	FOR
	:	
CLARENCE JOSEPH ENO AND	:	ANNE ARUNDEL COUNTY
ELFRIEDE ENO, HIS WIFE	:	(In Equity)

Mr. Clerk:

Please docket the above entitled case and file among the papers the following instrument marked "Plaintiff's Exhibit 'A'" -

1. Original Mortgage from Clarence Joseph Eno and Elfriede Eno, his wife to Baltimore Federal Savings and Loan Association, dated January 18th 1955 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 897 folio 403.



Walter S. Calwell
Attorney Named in Mortgage

Baltimore Federal Building
Baltimore, Maryland - 21202

Le 9-6841

FILED

1963 OCT -4 AM 10:05

BOOK 897 PAGE 403

MARYLAND

BOOK 151 PAGE 206
MORTGAGE

Equity
No. 15, 900

THIS MORTGAGE, made this 18th day of January, A. D. 1955, by
and between CLARENCE JOSEPH ENO and ELFRIEDE ENO, his wife

of Anne Arundel County, in the State of Maryland, hereinafter
called the Mortgagor, and BALTIMORE FEDERAL SAVINGS AND LOAN ASSOCIATION

a corporation organized and existing under the laws of the United States of America
hereinafter called the Mortgagee.

WHEREAS, the Mortgagor, *being a member of the Mortgagee*,* is justly indebted to the Mortgagee for a loan
contemporaneous herewith, evidenced by a promissory note of even date herewith, in the principal sum of
TWELVE THOUSAND SIX HUNDRED AND 00/100ths Dollars (\$ 12,600.00),
being part of the purchase money for the property hereinafter described, with interest from date at the rate of
Four and one-half per centum ($4\frac{1}{2}$ %) per annum until paid, principal and interest being
payable at the office of BALTIMORE FEDERAL SAVINGS AND LOAN ASSOCIATION, in
Baltimore Maryland, or at such other place as the holder hereof may

designate in writing delivered or mailed to the Mortgagor, in monthly installments of
SIXTY-THREE and 85/100ths Dollars (\$ 63.85), commencing on the first day of

February, 1955, and continuing on the first day of each month thereafter until the principal
and interest are fully paid, except that the final payment of principal and interest, if not sooner paid, shall be
due and payable on the first day of January, 1985. Privilege is reserved to prepay
at any time, without premium or fee, the entire indebtedness or any part thereof not less than the amount of
one installment, or one hundred dollars (\$100), whichever is less.

AND WHEREAS, this Mortgage shall also secure future advances so far as legally permissible at the date
hereof.

AND WHEREAS, it was a condition precedent to the making of the aforesaid loan that the repayment
thereof, with interest, should be secured by the execution of these presents.

Now, THEREFORE, THIS MORTGAGE WITNESSETH, That in consideration of the premises and the sum of
One Dollar (\$1) this day paid, the receipt whereof is hereby acknowledged, the Mortgagor does hereby grant,
convey, and assign unto the Mortgagee, its successors and assigns, all the following described property in
Anne Arundel County, in the State of Maryland, to wit:

BEING known and designated as Lot No. 14 Block O on the Plat entitled "Blocks N and
J and Parts of Blocks H and O Glenwood", which Plat is dated May, 1954 and filed
among the Plat Records of Anne Arundel County on July 19, 1954 in Plat Book No. 25,
folio 24. The improvements thereon being known as No. 106 Louise Terrade.

BEING the same lot of ground which by Assignment dated of even date herewith and re-
corded or intended to be recorded among the Land Records of Anne Arundel County im-
mediately prior hereto was granted and assigned by Spector Holding Company, Inc.
to the within named Mortgagor.

FILED

TOGETHER with all buildings and improvements now and hereafter on said land, and the rights and appurtenances thereunto belonging or in anywise appertaining, and the rents, issues, and profits of the above described property, (provided, however, that the Mortgagor shall be entitled to collect and retain the said rents, issues, and profits until default hereunder); and all fixtures now or hereafter attached to or used in connection with the premises herein described and in addition thereto the following described household appliances, which are, and shall be deemed to be, fixtures and a part of the realty, and are a portion of the security for the indebtedness herein mentioned:

36" Gas Range

To HAVE AND TO HOLD the above described property and improvements unto the said Mortgagee, its successors and assigns, for all the residue of the term of years yet to come and unexpired therein, with the benefit of renewal forever; subject to the payment of the annual rent of Ninety-six and 00/100ths (\$96.00) Dollars payable half-yearly on the 18th days of January and July in each and every year.

PROVIDED, That this conveyance shall be null and void upon the performance of all conditions and stipulations mentioned herein and upon the full payment of the principal debt secured hereby, and the interest thereon, and all moneys advanced or expended, and all other proper costs, charges, commissions and expenses as herein provided. When this mortgage shall have been fully paid off in accordance with its terms and tenor, it will be duly released by the Mortgagee at the request and expense of the Mortgagor, but in the event of default in the payment of any installment of principal or interest as above provided (it being agreed that the default shall exist only if not made good prior to the due date of the next such installment), or if there be a default in any of the conditions, stipulations or covenants of this mortgage, then the Mortgagee may exercise the option of treating the remainder of the mortgage debt hereby secured due and payable. Failure to exercise this option shall not constitute a waiver of the right to exercise it in the event of any subsequent default.

The Mortgagor, in order more fully to protect the security of this mortgage, covenants and agrees as follows:

1. Together with, and in addition to, the monthly payments of principal and interest payable under the terms of the mortgage note hereby secured, the Mortgagor will pay to the Mortgagee, on the first day of each month until the said note is fully paid the following sums:

(a) A sum equal to the ground rents, if any, next due, plus the premiums that will next become due and payable on policies of fire and other hazard insurance covering the mortgaged property, plus taxes and assessments next due on the mortgaged property (all as estimated by the Mortgagee, and of which the Mortgagor is notified) less all sums already paid therefor divided by the number of months to elapse before one month prior to the date when such ground rents, premiums, taxes and assessments will become delinquent, such sums to be held by Mortgagee in trust to pay said ground rents, premiums, taxes and special assessments.

(b) The aggregate of the amounts payable pursuant to subparagraph (a) and those payable on the note secured hereby, shall be paid in a single payment each month, to be applied to the following items in the order stated:

- (I) ground rents, if any, taxes, special assessments, fire and other hazard-insurance premiums;
- (II) interest on the indebtedness secured hereby; and
- (III) amortization of the principal of said indebtedness.

Any deficiency in the amount of such aggregate monthly payment shall, unless made good by the Mortgagor prior to the due date of the next such payment, constitute an event of default under this Mortgage. At Mortgagee's option, Mortgagor will pay a "late charge" not exceeding four per centum (4%) of any installment when paid more than fifteen (15) days after the due date thereof to cover the extra expense involved in handling delinquent payments, but such "late charge" shall not be payable out of the proceeds of any sale made to satisfy the indebtedness secured hereby, unless such proceeds are sufficient to discharge the entire indebtedness and all proper costs and expenses secured thereby.

2. If the total of the payments made by the Mortgagor under (a) of paragraph 1 preceding shall exceed the amount of the payments actually made by the Mortgagee for ground rents, taxes, assessments, or insurance premiums, as the case may be, such excess shall be credited on subsequent payments to be made by the Mortgagor for such items. If, however, such monthly payments shall not be sufficient to pay such items when the same shall become due and payable, then the Mortgagor shall pay to the Mortgagee any amount necessary to make up the deficiency. Such payments shall be made within thirty (30) days after written notice from the Mortgagee stating the amount of the deficiency, which notice may be given by mail. If at any time the Mortgagor shall tender to the Mortgagee, in accordance with the provisions of the note secured hereby, full payment for the entire indebtedness, the Mortgagee shall, in computing the amount of such indebtedness, credit to the account of the Mortgagor any credit balance remaining under the provisions of (a) of paragraph 1 hereof. If there shall be a default under any of the provisions of this mortgage resulting in a public sale of the premises covered hereby, or if the Mortgagee acquires the property otherwise after default, the Mortgagee shall apply, at the time of the commencement of such proceedings, or at the time the property is otherwise acquired, the amount then remaining to credit of Mortgagor under (a) of paragraph 1 preceding, as a credit on the interest accrued and unpaid and the balance to the principal then remaining unpaid on the mortgage debt.

3. The lien of this instrument shall remain in full force and effect during any postponement or extension of the time of payment of the indebtedness or any part thereof secured hereby.

4. He will pay all taxes, assessments, water rates and other governmental or municipal charges, fines or impositions, and ground rents for which provision has not been made hereinbefore, and will promptly deliver the official receipts therefor to the Mortgagee. In default of such payment by the Mortgagor, the Mortgagee may pay the same, and any sum or sums so paid by the Mortgagee shall be added to the mortgage debt hereby secured, shall be payable thirty (30) days after demand, shall bear interest at the rate provided for in the principal indebtedness from date of payment and shall be secured by this mortgage.

5. Upon the request of the Mortgagee the Mortgagor shall execute and deliver a supplemental note or notes for the sum or sums advanced by the Mortgagee for the alteration, modernization, improvement, maintenance, or repair of said premises, for taxes or assessments against the same and for any other purpose authorized hereunder. Said note or notes shall be secured hereby on a parity with and as fully as if the advance evidenced thereby were included in the note first described above. Said supplemental note or notes shall bear interest at the rate provided for in the principal indebtedness and shall be payable in approximately equal monthly payments for such period as may be agreed upon by the creditor and debtor. Failing to agree on the maturity, the sum or sums so advanced shall be due and payable 30 days after demand by the creditor. In no event shall the maturity extend beyond the ultimate maturity of the note first described above.

6. He will keep the said premises in as good order and condition as they are now and will not commit or permit any waste thereof, reasonable wear and tear excepted.

7. He will continuously maintain hazard insurance, of such type or types and amounts as the Mortgagee may from time to time require, on the improvements now or hereafter on said premises, and except when payment for all such premiums has theretofore been made under (a) of paragraph 1 hereof, will pay promptly when due any premiums therefor. All insurance shall be carried in companies approved by the Mortgagee and the policies and renewals thereof shall be held by the Mortgagee and have attached thereto loss payable clauses in favor of and in form acceptable to the Mortgagee. In event of loss Mortgagor will give immediate notice by mail to the Mortgagee, who may make proof of loss if not made promptly by Mortgagor, and each insurance company concerned is hereby authorized and directed to make payment for such loss directly to the Mortgagee instead of to the Mortgagor and Mortgagee jointly, and the insurance proceeds, or any part thereof, may be applied by the Mortgagee at its option either to the reduction of the indebtedness hereby secured or to the restoration or repair of the property damaged. In event of foreclosure of this mortgage, or other transfer of title to the mortgaged property in extinguishment of the indebtedness secured hereby, all right, title and interest of the Mortgagor in and to any insurance policies then in force shall pass to the purchaser or grantee.

8. Upon a default in any of the covenants or conditions of this mortgage, the Mortgagee shall be entitled, without notice to the Mortgagor, to the immediate appointment of a receiver of the property covered hereby, without regard to the adequacy or inadequacy of the property as security for the mortgage debt. Until there is a default under this mortgage the Mortgagor shall have the right to possession of the said property.

9. He specially warrants the property herein mortgaged, and he will execute such further assurances thereof as may be required.

If there is a default in any of the terms, conditions, or covenants of this mortgage, then the whole of the mortgage debt remaining unpaid, together with accrued interest thereon, shall, at the option of the Mortgagee, be deemed due and payable forthwith. AND the Mortgagor consents that a decree may be passed for the sale of said property (the sale to take place after a default under this mortgage shall have continued for thirty days) and the said Mortgagor hereby authorizes and directs the said Mortgagee, its successors or assigns, or Walter S. Calwell or Joseph J. Callahan, its duly authorized attorney, after default shall have been made as aforesaid, in any of the conditions of this mortgage, to sell the hereby mortgaged premises, and any such sale whether under the above assent to a decree or under the above power of sale, shall be under the provisions of Article LXVI of the Public General Laws of Maryland, or under any other general or local law of the State of Maryland, relating thereto, or any supplement, amendment, or

addition thereto. Upon any sale of said property under this mortgage, whether under the above assent to a decree or under the above power of sale, the proceeds of sale shall be applied as follows: to wit: first, to the payment of all expenses incident to said sale, including a counsel fee of fifty Dollars for conducting the proceedings; and also a commission to the party making said sale equal to the commission allowed trustees for making sales of property under decree of a court of equity in Maryland; second, to the payment of all claims of the Mortgagee, its successors or assigns hereunder, whether or not the same shall have then matured; third, to the reimbursement of the Veterans Administration for any sums paid by it on account of the guaranty or insurance of the indebtedness secured hereby; and fourth, the balance, if any, to the said Mortgagors, their heirs, or personal representatives or assigns.

If the indebtedness secured hereby be guaranteed or insured under the Servicemen's Readjustment Act, as amended, such Act and Regulations issued thereunder and in effect on the date hereof shall govern the rights, duties, and liabilities of the parties hereto, and any provisions of this or other instruments executed in connection with said indebtedness which are inconsistent with said Act or Regulations are hereby amended to conform thereto.

The covenants herein contained shall bind, and the benefits and advantages shall inure to, the respective heirs, executors, administrators, successors and assigns of the parties hereto. Whenever used, the singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders, and the term "Mortgagee" shall include any payee of the indebtedness hereby secured or any transferee thereof whether by operation of law or otherwise.

WITNESS the signature(s) and seal(s) of the Mortgagor(s) on the day and year first above written.

Witness:

JOHN R. HOLLAND, JR.

Clarence Joseph Eno

Elfriede Eno

STATE OF MARYLAND, City of Baltimore

to wit:

LIBER 897 PAGE 407

I HEREBY CERTIFY, That on this 18th day of January, 1955, before me, the subscriber, a Notary Public of the State of Maryland, in and for the City aforesaid, personally appeared Clarence Joseph Eno and Elfriede Eno, his wife the above named Mortgagors, and they acknowledged the foregoing mortgage to be their act.

At the same time also personally appeared Walter S. Calwell the Agent of the within-body corporate, Mortgagee, and made oath in due form of law that the consideration of said mortgage is true and bona fide as therein set forth; and also made oath that he is the agent of the Mortgagee and is duly authorized to make this affidavit.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal the day and year aforesaid.

JOHN R. HOLLAND, JR.

Notary Public

Recorded-24th-Jan.-1955-at-9:30-A.M.

IN THE CIRCUIT COURT
FOR
ANNE ARUNDEL COUNTY
(In Equity)

WALTER S. CALWELL,
Attorney Named in Mortgage

VS.

CLARENCE JOSEPH ENO AND
ELFRIEDE ENO, HIS WIFE

PLAINTIFF'S EXHIBIT "A"

Attorney Named in Mortgage

CIRCUIT COURT FOR ANNE ARUNDEL COUNTY

VS.

IN EQUITY

No. 15,900

CLARENCE JOSEPH ENO ANDELFRIEDE ENO, HIS WIFE

STATEMENT OF MORTGAGE DEBT

Statement of the Mortgage Claim of **Baltimore Federal Savings and Loan Association**

under the mortgage from **Clarence Joseph Eno and Elfriede Eno, his wife** to **Baltimore Federal Savings and Loan Association** dated the **18th** day of **January** 1955, and recorded among the Land Records of **Anne Arundel** County in Liber **J.H.H. No. 897** Folio **403**.

Amount of Mortgage	\$12,600.00
Less - amount paid on principal	<u>1,953.98</u>
	10,646.02
Plus - interest to 8/1/63	<u>240.85</u>
	10,886.87
Plus - overdraft in expense account	<u>22.72</u>
	10,909.59

10646.02
22.72
10668.74

STATE OF MARYLAND, CITY OF BALTIMORE, Sct.

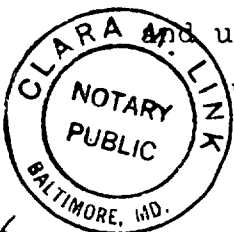
I HEREBY CERTIFY, that on this **3rd** day of **October** in the year nineteen hundred and **sixty-three** before me, the subscriber, a Notary Public of the State of Maryland, in and for the City of Baltimore, personally appeared **Eugene K. Reilly, Vice President of Baltimore Federal Savings and Loan Association** holder of the Mortgage in the above entitled cause, and made oath that the foregoing is a just and true statement of the amount of the mortgage claim under the mortgage filed in the said cause now remaining due and unpaid.

WITNESSED by hand and Notarial Seal.

1963 OCT -4 AM 10:05

Clara M. Link

Notary Public



Equity
No. 15, 900

BOOK 151 PAGE 211

MILITARY AFFIDAVIT

Docket folio

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY, That on this 3rd day of October 19 63 before me, the subscriber, a Notary Public of the State of Maryland, in and for the City aforesaid, personally appeared **Walter S. Calwell**

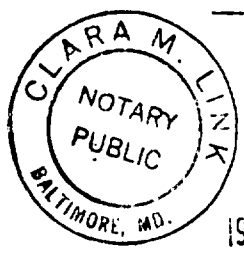
and made oath in due form of Law that the Defendant **s, Clarence Joseph Eno and Elfriede Eno, his wife**

against whom foreclosure proceedings were instituted **are** not in the Military Service of the United States or of any Nation with which the United States is allied in the present war, that **they** have not been ordered to report for induction under the Selective Training and Service Act of 1940, that **they are** not members of the Enlisted Reserve Corps, and **have** not been ordered to report for service therein,

and that the Affiant's source of information was the family of the Defendant

Walter S. Calwell
Walter S. Calwell

Clara M. Link
Clara M. Link - Notary Public



FILED

1963 OCT -4 AM 10:05

CALLAHAN AND CALWELL
Solicitors
Baltimore Federal Building
Baltimore 2, Md.

**Attorney's
Sale
Of Valuable Leasehold
Property**

Under and by virtue of the power and authority contained in a Mortgage from Clarence Joseph Eno and Elfriede Eno, his wife to Baltimore Federal Savings and Loan Association, dated January 18th, 1955 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 897 folio 403 (default, having occurred thereunder) the undersigned, Attorney, will sell at Public Auction on the premises on

**Thurs., Nov. 7th, 1963
at three P.M.**

all that leasehold lot of ground situate and lying in the Third Election District of Anne Arundel County, Maryland, in the Development of "Glenwood" and described as follows:

BEING known and designated as Lot No. 14 Block O on the Plat entitled "Blocks N and J and Parts of Blocks H and O Glenwood", which Plat is dated May, 1954 and filed among the Plat Records of Anne Arundel County on July 19, 1954 in Plat Book No. 25, folio 24. The improvements thereon being known as No. 106 Louise Terrace.

Together with the buildings thereupon, and all rights, alleys, ways, waters, privileges, appurtenances and advantages, thereunto belonging, or in anywise appertaining

8
No. 8 Subject to an annual ground rent of \$96.00 and to any restrictive covenants, and/or Utility Agreements, of record, affecting the property

The improvements consist of a 1½ story frame, 1 family dwelling, containing 8 rooms (4 bedrooms), 1 bath, hot water radiant panel gas fired heat.

TERMS OF SALE: A cash deposit of \$500.00 will be required of the purchaser at the time and place of sale, balance of purchase price upon final ratification of sale by the Circuit Court for Anne Arundel County and to bear interest from date of sale to settlement. Taxes and all other expenses, including Sanitary District charges, if any and all other assessments and public charges to be adjusted to date of sale. Cost of all documentary stamps, and County transfer tax, if any, shall be borne by the purchaser.

WALTER S. CALWELL
Attorney Named in Mortgage
E. T. NEWELL & CO., INC.
Auctioneer

OFFICE

15,900

Maryland Gazette

BOOK

151
PAGE 212

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

CERTIFICATE OF PUBLICATION

Annapolis, Md., November 4, 1963

We hereby certify, that the annexed

Attorney's Sale
Clarence Joseph Eno

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel

County, Maryland, once a week for 4

successive weeks before the 7th

day of November, 1963. The first

insertion being made the 10th day of

October, 1963.

FILED

NOV. 1963 THE CAPITAL-GAZETTE PRESS, INC.

NOV -5 PM 2:21

By H. Tilghman

227 ST. PAUL STREET
BALTIMORE, MD.

BOOK 12 PAGE 219

BOOK 151 PAGE 213

60 JOHN STREET
NEW YORK, N. Y.

BOND NO. 0466-0274-2181-63

Know All Men by These Presents:That we Walter S. Calwell - Baltimore Federal Building -
Baltimore, Maryland

..... as Principal
and NEW AMSTERDAM CASUALTY COMPANY, a corporation, organized and existing under and by virtue
of the laws of the State of New York, and authorized to do a surety business in the State of Maryland, as Surety,
are held and firmly bound unto the State of Maryland in the full and just sum of.....
ELEVEN THOUSAND AND NO/100 ----- (\$11,000.00) ----- Dollars,
to be paid to the said State, or its certain Attorney, to which payment, well and truly to be made and done, we
bind ourselves, and each of us, our, and each of our Heirs, Executors and Administrators, jointly and severally,
firmly by these presents.

Sealed with our seals, and dated this..... 5th
day of..... November..... in the year nineteen hundred and..... sixty-three

Whereas, the above bounden..... Walter S. Calwell

.....
by virtue of the power contained in a Mortgage from Clarence Joseph Eno and Elfriede
Eno, his wife, to the Baltimore Federal Savings & Loan Association
bearing date the..... 18..... day of..... January..... nineteen hundred and..... fifty-five
and recorded among the..... Land..... Records of Anne Arundel County, in Liber..... J. H. H.
No..... 897..... Folio..... 403....., and.....

..... 106 Louise Terrace, Anne Arundel
is about to sell the land and premises described in said Mortgage/default having been made in the payment of Co,
the money as specified, and in the conditions and covenants therein contained. Md.

Now the Conditions of this Obligation are Such, That if the above bounden.....
..... Walter S. Calwell

..... es
do and shall well and truly and faithfully perform the trust reposed in..... him..... under the
Mortgage aforesaid, and shall abide by and fulfill any order or decree which shall be made by any Court of Equity
in relation to the sale of said mortgaged property, or the proceeds thereof, then the above obligation to be void,
otherwise to be and remain in full force and virtue in law.

Signed, Sealed and Delivered
in the presence ofClara M. Link~~XXXX~~ Witness as to Surety:J. McDuffie
J. McDuffieWalter S. Calwell (Seal)

(Seal)

(Seal)

NEW AMSTERDAM CASUALTY COMPANY

By.....
J. Richard Hauschild,
Attorney-in-factBond approved this 7th day of November, 1963Louis N. Phillips, Clerk

1963 NOV -7 AM 9:25

WALTER S. CALWELL,	:	IN THE CIRCUIT COURT
Attorney Named in Mortgage	:	FOR
VS.	:	ANNE ARUNDEL COUNTY
CLARENCE JOSEPH ENO AND	:	In Equity No. 15,900
ELFRIEDA ENO, HIS WIFE	:	

STATE OF MARYLAND, CITY OF BALTIMORE, Set:

I HEREBY CERTIFY, That on this 7th day of
November , 1963, before me, the subscriber, a Notary
Public of the State of Maryland, in and for said City
, personally appeared Charles E. Williams, Vice President
of Baltimore Federal Savings and Loan Association
purchaser at the foreclosure sale in this cause, and
made oath in due form of law that it is/are the
purchaser and purchased same as principal and not as
agent for anyone, and that it has/have not directly or
indirectly discouraged anyone from bidding for the said
property
mentioned in the said Report of Sale.

BALTIMORE FEDERAL S. & L. ASS'N.

by Charles E. Williams
Purchaser
Charles E. Williams, Vice President

10

FILED 1963 NOV 12 AM 9.00

CLARA M. LINK
NOTARY
PUBLIC
BALTIMORE, MD.

Clara M. Link
Clara M. Link Notary Public

WALTER S. CALWELL,	:	IN THE CIRCUIT COURT
Attorney Named in Mortgage	:	
VS.	:	FOR
	:	ANNE ARUNDEL COUNTY
CLARENCE JOSEPH ENO AND	:	(In Equity) - No. 15,900
ELFRIEDA ENO, HIS WIFE	:	
	:	

REPORT OF SALE

TO THE HONORABLE THE JUDGE OF SAID COURT:-

The Report of Sale of Walter S. Calwell, Attorney Named in Mortgage, dated January 18th, 1955 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 897 folio 403 from said Clarence Joseph Eno and Elfrieda Eno, his wife to the Baltimore Federal Savings and Loan Association, which Mortgage is filed in said cause pending, respectfully shows -

That after giving Bond, with security for the faithful discharge of his trust, which was duly filed and approved, and having given notice of the time, place, manner and terms of sale by advertisement inserted in "The Maryland-Gazette"

a newspaper published in Anne Arundel County for more than three successive weeks preceding the day of sale, Walter S. Calwell, Attorney, under and by virtue of the power and authority contained in said Mortgage (after default having occurred thereunder) did, pursuant to said notice, on the 7th day of November, 1963 at three P.M., attend on the premises and then and there sold the leasehold property situate, lying and being in Anne Arundel County

being known and designated as Lot No. 14 Block O on the Plat entitled "Blocks N and J and Parts of Blocks H and O Glenwood", which Plat is dated May, 1954 and filed among the Land Records of Anne Arundel County on July 19, 1954 in Plat Book No. 25 folio 24, the improvements whereon are known as No. 106 Louise Terrace; and more particularly and at length described in the aforementioned Mortgage, and in the attached advertisement of sale.

FILED

1963 NOV 12 AM 9:06

CALAHAN AND CALWELL
Solicitors
Baltimore Federal Building
Baltimore 2, Md.

Attorney's Sale Of Valuable Leasehold Property

Under and by virtue of the power and authority contained in Mortgage from Clarence Joseph Eno and Elfriede Eno, his wife to Baltimore Federal Savings and Loan Association, dated January 18th, 1955 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 897 folio 403 (default having occurred thereunder) the undersigned, Attorney, will sell at Public Auction on the premises on

**Thurs., Nov. 7th, 1963
at three P.M.**

all that leasehold lot of ground situate and lying in the Third Election District of Anne Arundel County, Maryland, in the Development of "Glenwood" and described as follows:

BEING known and designated as Lot No. 14 Block O on the Plat entitled "Blocks N and J and Parts of Blocks H and O Glenwood" which Plat is dated May, 1954 and filed among the Plat Records of Anne Arundel County on July 19, 1954 in Plat Book No. 25, folio 24. The improvements thereon being known as No. 106 Louise Terrace.

Together with the buildings thereupon, and all rights, alleys, ways, waters, privileges, appurtenances and advantages, thereunto belonging, or in anywise appertaining

Subject to an annual ground rent of \$96.00 and to any restrictive covenants, and/or Utility Agreements, of record, affecting the property

The improvements consist of a 1½ story frame, 1 family dwelling, containing 6 rooms (4 bedrooms), 1 bath, hot water radiant panel gas fired heat.

TERMS OF SALE: A cash deposit of \$500.00 will be required of the purchaser at the time and place of sale, balance of purchase price upon final ratification of sale by the Circuit Court for Anne Arundel County and to bear interest from date of sale to settlement. Taxes and all other expenses, including Sanitary District charges, if any and all other assessments and public charges to be adjusted to date of sale. Cost of all documentary stamps, and County transfer tax, if any, shall be borne by the purchaser.

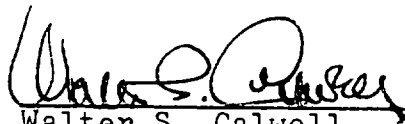
WALTER S. CALWELL
Attorney Named in Mortgage
E. T. NEWELL & CO., INC.
Auctioneer

BOOK 151 PAGE 216

BOOK 151 PAGE 217

BY TERMS OF SALE, a cash deposit of Five Hundred (\$500.00) Dollars was required of the purchaser at the time and place of sale and taxes and other expenses, including Metropolitan Sanitary and District liens, if any, be adjusted to day of sale.

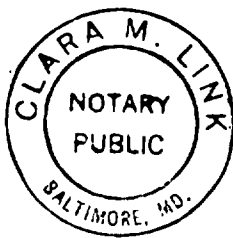
The property was sold to Baltimore Federal Savings and Loan Association, at and for the sum of Eleven Thousand five Hundred fifty-one (\$11,551.00) Dollars, subject to the payment of an annual ground rent of \$96.00, said purchaser being then and there the highest bidder.


Walter S. Calwell,
Attorney Named in Mortgage

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY, That on this 8th day of November, 1963 before me, the subscriber, a Notary Public of the State of Maryland, in and for the City of Baltimore aforesaid, personally appeared Walter S. Calwell, Attorney Named in the Mortgage and made oath in due form of Law that the facts stated in the foregoing Report of Sale are true, as therein set forth, and that the sale thereby reported was fairly made.

WITNESS my hand and Notarial seal.




Clara M. Link, Notary Public

ORDER NISI

WALTER S. CALWELL,
Attorney Named in Mortgage

versus

CLARENCE JOSEPH ENO AND
EEFRIEDA ENO, HIS WIFE

BOOK 151 PAGE 218
IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 15,900 Equity

Ordered, this 12th day of November, 1963, That the sale of the property in these proceedings mentioned made and reported by Walter S. Calwell, Attorney named in Mortgage

BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 16th day of December next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 16th day of December next.

The report states that the amount of sale was \$ 11,551.00.

Louis N. Phipps Clerk.

True Copy,
Walter S. Calwell, Atty.

TEST: Clerk.
For the "Maryland Gazette" (Nov. 14th Edition)

(Final Order)

WALTER S. CALWELL, Attorney
named in Mortgage

versus

CLARENCE JOSEPH ENO and
EEFRIEDA ENO, his wife

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

Term, 19

ORDERED BY THE COURT, This 17th day of December, 1963 that the sale made and reported by the Attorney aforesaid, be and the same is hereby finally Ratified and Confirmed no cause to the contrary having been shown, although due notice appears to have been given as required by the Order Nisi, passed in said cause; and the Attorney allowed the usual commissions and such proper expenses as he shall produce vouchers for the Auditor.

V. B. Davis
JUDGE.

FILED

1963 DEC 17 PM 3:07

WALTER S. CALWELL, : IN THE CIRCUIT COURT
 Attorney Named in Mortgage :
 vs. : FOR
 : ANNE ARUNDEL COUNTY
 :
 CLARENCE JOSEPH ENO AND :
 ELFRIEDA ENO, HIS WIFE : In Equity - No. 15,900

PETITION TO SUBSTITUTE A PURCHASER

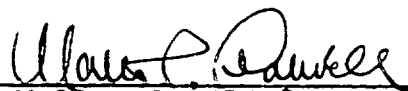
TO THE HONORABLE THE JUDGE OF SAID COURT:

The Petition of Walter S. Calwell, Attorney Named in the Mortgage, respectfully represents unto your Honor:

That your Petitioner, by his Report of Sale filed in these proceedings on the day of November 1963 sold certain leasehold property situated in Anne Arundel County, known as No. 106 Louise Terrace and described in these proceedings to Baltimore Federal Savings and Loan Association.


That the said purchaser has requested your Petitioner to substitute as purchaser in its place and stead, J. S. Gleason, Jr., as Administrator of Veterans' Affairs, who has requested to be so substituted.

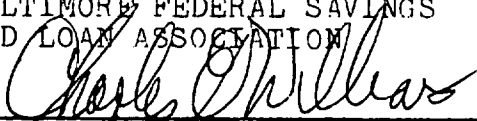
WHEREFORE YOUR PETITIONER PRAYS that this Honorable Court pass an Order substituting J. S. Gleason, Jr., Administrator of Veterans' Affairs, as purchaser in the place and stead of Baltimore Federal Savings and Loan Association.


 Walter S. Calwell,
 Attorney Named in Mortgage

ASSENT

We Hereby assent to the relief prayed in the foregoing Petition.


 Walter S. Calwell,
 Attorney Named in Mortgage

BALTIMORE FEDERAL SAVINGS
 AND LOAN ASSOCIATION
 BY 
 Charles E. Williams,
 Vice President

FILED

505 NOV 12 AM 9:03

ORDER

UPON the foregoing Petition and Assent, it
is hereby this *13th* day of November 1963

ORDERED by the Circuit Court for Anne Arundel
County (In Equity) that J. S. Gleason, Jr., Administrator
of Veterans' Affairs be and he is hereby substituted as
purchaser of the property mentioned in these proceedings,
known as No. 106 Louise Terrace, Anne Arundel
County, Maryland, in the place and stead of Baltimore
Federal Savings and Loan Association.

George Luckase
Judge

FILED

1963 NOV 13 AM 10:19

Order Nisi
 IN THE CIRCUIT COURT FOR
 ANNE ARUNDEL COUNTY
 No. 15,900 Equity
 WALTER S. CALWELL, Attor-
 ney Named in Mortgage
 versus
 CLARENCE JOSEPH ENO and
 ELFRIEDA ENO, his wife

Ordered, this 12th day of No-
 vember, 1963, That the sale of
 the property in these proceed-
 ings mentioned made and re-
 ported by Walter S. Calwell, At-
 torney named in Mortgage, BE
 RATIFIED AND CONFIRMED
 unless cause to the contrary
 thereof be shown on or before
 the 16th day of December next.
 Provided, a copy of this Order
 be inserted in some newspaper
 published in Anne Arundel Coun-
 ty, once in each of three suc-
 cessive weeks before the 16th
 day of December next.

The report states that the
 amount of sale was \$11,551.00.

LOUIS N. PHIPPS, Clerk
 True Copy, TEST:
 LOUIS N. PHIPPS, Clerk
 D-5

OFFICE OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

BOOK 151 PAGE 221

CERTIFICATE OF PUBLICATION

Annapolis, Md., December 7, 1963

We hereby certify, that the annexed _____

Order Nisi Sale
Eq. 15,900
Clarence Joseph Eno

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel

County, Maryland, once a week for 4 _____

successive weeks before the 16th _____

day of December _____, 1963. The first

insertion being made the 14th _____ day of

November _____, 1963.

FILED THE CAPITAL-GAZETTE PRESS, INC.

1963 DEC -9 AM 10:45
 No. M. G. 7324

By H. Tilghman

In the Case of

BOOK 151 PAGE 222

WALTER S. CALWELL, Attorney Named in Mortgage

VS.

CLARENCE JOSEPH ENO &

ELFRIEDE ENO, his wife

In the

Circuit Court

For

Anne Arundel County

No. 15,900 Equity

To the Honorable, the Judges of said Court:

The Auditor reports to the Court that he has examined the proceedings in the above entitled cause, and from them he has stated the within account, and that he has this day given notice of the filing of this account to all parties and persons who have filed a claim to the proceeds of sale herein, in accordance with General Equity Rule #595.

All of which is respectfully submitted.

Arthur A. Calwell
Auditor.

FINAL ORDER

ORDERED BY THE COURT, this 28th day of January, 1964, that the foregoing Report and Account of the Auditor be and the same is hereby finally ratified and confirmed, no cause to the contrary having been shown, and that the Trustee apply the proceeds accordingly with a due proportion of interest as the same has been or may be received.

Louis H. Phipps
Clerk
Per: *Robert H. Phipps*, deputy

FILED

1964 JAN 28 AM 11:32

Dr. Mortgaged Real Estate of Clarence Joseph Eno &
Elfriede Eno, his wife

BOOK 151 PAGE 223

In Acct. with Walter S. Calwell, Attorney Named in Mortgage

Cr.


By	Amount of Sale, as per Attorney's Report of Sale filed			11,551 00	
By	Interest, 6%, on deferred payment \$11,051.00, from 11/7/63 to 12/18/63			78 93	
By	Adjustment, taxes, 11/7/63 to 12/31/63			28 03	
					11,657 96
To	Attorney, for fee, viz:	50 00			
To	Attorney, for commission, viz:	376 53			
				426 53	
To	Attorney, for court costs, viz:				
	Plaintiff's solicitor appearance fee	10 00			
	Clerk, court costs	28 00			
	Auditor, this account	22 50			
				60 50	
To	Attorney, for expenses, viz:				
	Capital-Gazette Press, Inc., Adv. & Nisi - Sale	95 52			
	New Amtersdam Casualty Co. - bond	44 00			
	E.T. Newell & Co., Inc. - Auctioneer's fee	35 00			
	Notary fees	1 25			
	Adjustment, ground rent, 7/18/63 - 11/7/63	29 13			
				204 90	
To	Baltimore Federal Savings & Loan Association, Mortgagee, on account of Mortgage claim	10,966 03			
				10,966 03	
					11,657 96
	Balance due on Mortgage, as per claim filed	10,909 59			
	Interest, 4½%, on principal balance, \$10,668.74, from 8/1/63 to 1/24/64	231 96			
		11,141 55			
	Credit amount allowed above	10,966 03			
	This amount subject to decree in personam	175 52			

IN THE MATTER OF THE SALE OF : IN THE CIRCUIT COURT
THE MORTGAGED REAL ESTATE OF : FOR
BENJAMIN L. HUNTON and VERA : ANNE ARUNDEL COUNTY
D. HUNTON : EQUITY NO. 15882
PRESENT OWNER: :
VERA D. HUNTON, divorced :

.....

MR. CLERK:

Please docket the above entitled case and file the original
Mortgage, Statement of Mortgage Debt, Military Affidavit and copy of Adver-
tisement.


George E. Rullman
Attorney named in Mortgage

FILED
1963 SEP 26 PM 2:36

SECOND

LIBER 1226 PAGE 561

No. 15,882 Equity

This Mortgage,

Made this 14th day of August, in the year one thousand, nine hundred and fifty-eight, Between Benjamin L. Hunton and Vera D. Hunton, his wife

BOOK

151 PAGE 225

of Anne Arundel County, in the State of Maryland, Mortgagors, and FIRST FEDERAL SAVINGS and LOAN ASSOCIATION of ANNAPOLIS, a body corporate, duly incorporated, Mortgagee.

WHEREAS, said Mortgagors, being members of said body corporate, have received therefrom an advance in the sum of Eight Thousand-Five Hundred (\$8,500.00) Dollars, being part of the purchase money for the property hereinafter described; and

WHEREAS, said Mortgagors have agreed to repay the said sum so advanced in installments, with interest thereon from the date hereof at the rate of six per cent. (6%) per annum in the manner following:

By the payment of One Hundred (\$100.00) Dollars on or before the first day of each and every month from the date hereof, commencing on the first day of September, 19 58, and continuing until the whole of said principal sum and interest shall be paid, which interest shall be computed by the calendar month, and the said installment payments may be applied by the Mortgagee in the following order: (1) to the payment of interest; (2) to the payment of all taxes, water rent, assessments or public charges of every nature and description, ground rent, fire and tornado insurance premiums and other charges affecting the hereinafter described premises, and (3) towards the payments of the aforesaid principal sum, or in any other way Mortgagee may elect.

It is hereby understood and agreed by the parties hereto that should there be any remaining balance due on said principal debt at the expiration of fifteen years from the date hereof, said balance shall then become due and payable.

The due execution of this mortgage having been a condition precedent to the granting of said advance.

NOW, THEREFORE, THIS MORTGAGE WITNESSETH, that in consideration of the premises and the sum of one dollar, the said Mortgagors do hereby grant and convey unto the said FIRST FEDERAL SAVINGS and LOAN ASSOCIATION of ANNAPOLIS, its successors and assigns in fee simple

ALL those five lots or parcels of land situate in the Seventh Election District of Anne Arundel County, Maryland, being known and designated as Lots Numbers Five (5), Six (6), Seven (7), Eight (8), and Nine (9), in Block Number Seven (7), as shown on a plat of Columbia Beach, made by J. R. McCrone, Jr., Surveyor, in April 1940, which is recorded among the Plat Records of Anne Arundel County in Plat Book 11, page 18.

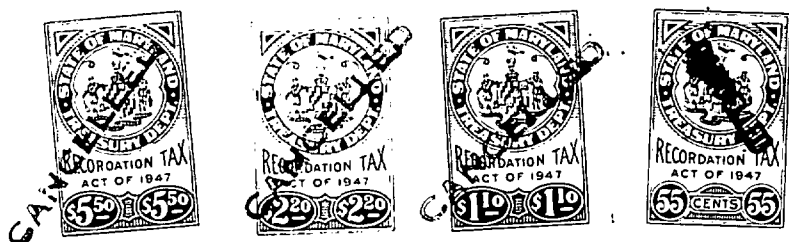
FILED

1963 SEP 26 PM 2:36

3
BEING the same property which was conveyed to the Mortgagors herein by the following three deeds: (1) Lot Number 5 - from Columbia Beach, Incorporated, dated November 26, 1948 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. 503, folio 368; (2) Lots numbers 8 and 9 - from Zoie H. Moore, widow, et al, dated September 30, 1949, and recorded among the aforesaid Land Records in Liber J.H.H. 563, folio 377. Lots Numbers 6 and 7 - from Columbia Beach Incorporated, dated December 28, 1949, and recorded among the aforesaid Land Records in Liber J.H.H. 552, folio 263.

2. ALL that lot or lots of ground situate, lying and being in the Seventh Election District of Anne Arundel County, Maryland, and being known and designated as Lots Nos. Ten (10) and Eleven (11), in Block number Seven (7), as shown on a plat entitled "Columbia Beach," made by J. R. McCrone, Jr., Engineer, April 1940 and duly recorded among the Plat Records of Anne Arundel County in Plat Book 11, page 18. The said lots having a total of 175 feet frontage on Bates Drive with a depth therefrom of the waters of the Chesapeake Bay.

BEING the same property which was conveyed to the Mortgagors herein by Alice S. Tipton and Calvin F. Tipton, her husband, by deed dated July 29, 1954, recorded as aforesaid in Liber J.H.H. 851, folio 146.



Together with the buildings and improvements thereon and the rights or appurtenances thereto belonging or in anywise appertaining, including all heating, gas and plumbing apparatus and fixtures, and all rents, issues and profits accruing from the premises hereby mortgaged.

TO HAVE AND TO HOLD the said lots of ground and premises unto the said Mortgagee, its successors and assigns.

Provided, however, if the said Mortgagors, ~~thei~~^{their} heirs, personal representatives or assigns, shall make or cause to be made the payment and perform and comply with the covenants and conditions herein mentioned on ~~their~~^{their} part be made and done, then this mortgage shall be void.

And the said Mortgagors, for themselves/~~thei~~^{their} heirs, personal representatives and assigns, covenant with the said Mortgagee, as follows: (1) to repay the indebtedness, together with interest, as herein provided; (2) to keep the buildings on the premises insured against loss by fire and windstorm and all hazards for the benefit of the Mortgagee, its successors or assigns, in some company acceptable to the Mortgagee, its successors or assigns, to the extent of its lien therein, and to deliver the policy and all renewal receipts to the Mortgagee, its successors or assigns; and in case of failure of the Mortgagors, ~~thei~~^{their} heirs, personal representatives and assigns, so to do, the Mortgagee, its successors or assigns, may do so and add the cost thereof to the amount of the mortgage indebtedness so as to become so much additional indebtedness secured by this mortgage; (3) to pay all ground rent, taxes, water rent, insurance, public dues and assessments of every kind whatsoever, for which the property hereby mortgaged may become liable when payable. The Mortgagee, its successors or assigns, being hereby authorized to pay the same, and the amount so paid shall then be added

to the principal debt named herein and bear interest at the rate of SIX per cent. (6%) per annum from the date of said payment, and the said Mortgagee, its successors or assigns, shall have a lien hereunder on said premises for the amount so paid, together with said interest thereon, so that the same shall become so much additional indebtedness secured by this mortgage and be included in any decree foreclosing this mortgage, or in any sale of the premises for the foreclosure of the same; (4) to permit, commit or suffer no waste, impairment or deterioration of said property, or any part thereof, and upon the failure of the Mortgagor^S,

~~thei~~^{their} heirs personal representatives and assigns to keep the buildings on said property in good condition or repair, the Mortgagee, its successors or assigns, may demand the immediate repair of said buildings, or an increase in the amount of security, or the immediate repayment of the debt hereby secured, and the failure of

the Mortgagors, ~~thei~~^{their} heirs, personal representatives and assigns, to comply with said demand of the Mortgagee, its successors or assigns, for a period of thirty days shall constitute a breach of this mortgage, and, at the option of the Mortgagee, its successors or assigns, immediately mature the entire principal and interest hereby secured, and the Mortgagee, its successors or assigns, may, without notice, institute proceedings to foreclose this mortgage, and apply for the appointment of a Receiver, as herein provided; (5) that the holder of this mortgage in any action to foreclose it, shall be entitled (without regard to the adequacy of any security for the debt) to the appointment of a receiver to collect the rents and profits of said premises and account therefor as the Court may direct; (6) that should the title to the herein mortgaged property be acquired by any person, persons, partnership or corporation, other than the Mortgagor^S, by voluntary or involuntary grant or assignment, or in any other manner without the Mortgagee's written consent, or should the same

be encumbered by the Mortgagors, ~~thei~~^{their} heirs, personal representatives and assigns, without the Mortgagee's written consent, then the whole of said principal sum shall immediately become due and owing as herein provided; (7) that the whole of said mortgage debt intended hereby to be secured shall become due and demandable after default in the payment of any monthly installment, as herein provided, shall have continued for thirty days, or after default in the performance of any of the foregoing covenants or conditions for thirty days; (8) should this mortgage be paid off before maturity in the regular course of payments, said

Mortgagor^S covenant with the said Mortgagee to pay SIX per cent. (6%) interest for ninety (90) days beyond the date of payment on the amount paid off before maturity, provided the amount prepaid exceeds twenty per cent. of original amount of loan. It is agreed and understood by the Mortgagor herein that this loan is made subject to all the provisions of the charter, by-laws and proper resolutions of the Board of Directors of the FIRST FEDERAL SAVINGS and LOAN ASSOCIATION of ANNAPOLIS.

AND IT IS AGREED AND UNDERSTOOD that until default is made, the said Mortgagor^S ~~thei~~^{their} heirs, personal representatives and assigns, may retain possession of the hereby mortgaged property.

AND it shall be lawful for the said Mortgagee, its successors or assigns, or for GEORGE E. RULLMAN, its attorney or agent, at any time after default in any of the covenants or conditions of this mortgage, to sell the hereby mortgaged property, or so much thereof as may be necessary to satisfy said mortgage debt, and interest, and all expenses incident to said sale, and to grant, assign or convey the said property to the purchaser thereof, his, her or their heirs, personal representatives or assigns; and which sale shall be made in the following manner, to wit: upon giving twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Anne Arundel County, and such other notice as by said Mortgagee may be deemed expedient; and in the event of such sale under the powers hereby granted, the proceeds thereof shall be applied as follows: first, to the payment of all expenses incident thereto, including a fee of \$50.00 and a commission to the party making sale of said property equal to the commission allowed trustees for making sale of similar property by virtue of a decree of a Court of equity jurisdiction in the State of Maryland; secondly to the payment of all claims of the Mortgagee, its successors and assigns, under this mortgage whether or not the same shall have then matured; and the surplus shall be paid to the Mortgagor^S, ~~them-~~
~~selves,~~^{themselves,} ~~thei~~^{their} heirs, personal representatives, or assigns, or to whomsoever may be entitled to the same.

AND the said Mortgagor^S, for themselves, ~~thei~~^{their} heirs, personal representatives and assigns do hereby covenant that immediately upon the first insertion of the notice of sales as aforesaid, under the powers hereby granted, there shall be and become due by them to the party inserting said advertisement, all expenses incident to said advertisement or notice, all court costs and expenses incident to the foreclosure proceedings under this mortgage and a commission on the total mortgage debt, principal and interest equal to one-half the percentage allowed as commissions to trustees making sale under decrees of the Circuit Court of

Anne Arundel County in Equity, which said expenses, costs and commissions the said Mortgagor^S, for ~~them-~~
~~selves,~~^{themselves,} ~~thei~~^{their} heirs, personal representatives, or assigns, hereby covenant to pay; and the said Mortgagee, its successors or assigns, or its attorney or agents, shall not be required to receive the principal and interest only of said mortgage debt in satisfaction thereof, unless the same be accompanied by a tender of said expenses, costs and commissions, but said sale may be proceeded with, unless prior to the day appointed therefor, legal tender be made of said principal, interest, costs, expenses and commissions.

The said Mortgagor^S covenant that ~~they~~^{they} will warrant specially the title to the property here conveyed, and that ~~they~~^{they} will execute such further assurances as may be requisite.

WITNESS the hands and seal of the said Mortgagors

Witness:

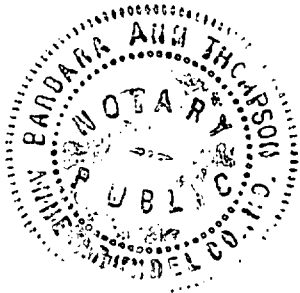
Barbara Ann Thompson
Barbara Ann Thompson

Benjamin L. Hunton (SEAL)
Benjamin L. Hunton (SEAL)
Vera D. Hunton (SEAL)
Vera D. Hunton (SEAL)

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, to wit

I HEREBY CERTIFY that on this 14th day of August, 19⁵⁸, before me the subscriber, a Notary Public, of the State of Maryland in and for the County aforesaid, personally appeared Benjamin L. Hunton and Vera D. Hunton, his wife the Mortgagors named in the foregoing Mortgage, and acknowledged the foregoing Mortgage to be their act. At the same time also appeared George E. Rullman, President of the within named corporation, Mortgagee, and made oath in due form of law that the consideration set forth in the foregoing mortgage is true and bona fide as therein set forth.

AS WITNESS my hand and Notarial Seal.



Barbara Ann Thompson
Barbara Ann Thompson, Notary Public.

11.00

Rec'd for record Aug. 14, 1958 at 1:02 P.M.Mailed to George E. Rullman**MORTGAGE**

FROM

Benjamin L. Hunton andVera D. Hunton, his wife

TO

FIRST
FEDERAL SAVINGS and LOAN
ASSOCIATION
OF
ANNAPOLIS

GEORGE E. RULLMAN
ATTORNEY-AT-LAW
Lee Building
Annapolis, Maryland

128-5

REC'D FOR RECORD IN
LAND RECORDS OF
ANNE ARUNDEL COUNTY

1958 AUG 14 PM 1:02

& RECORDED IN LIBER GTC

NO 1226 FOLIO 561
GEO. I. GRIMWELL, CLERK

11.00

IN THE MATTER OF THE SALE OF	:	IN THE CIRCUIT COURT
THE MORTGAGED REAL ESTATE OF	:	FOR
BENJAMIN L. HUNTON and VERA	:	ANNE ARUNDEL COUNTY
D. HUNTON	:	EQUITY NO. 15882
PRESENT OWNER:	:	
VERA D. HUNTON, divorced	:	

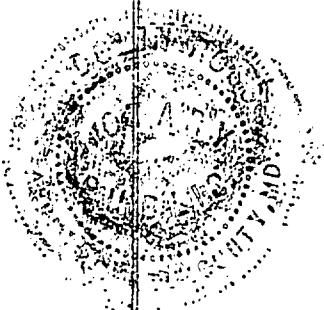
STATEMENT OF MORTGAGE DEBT

Original Principal Amount of Mortgage	\$8,500.00
Payments on account of principal	<u>1,712.20</u>
Balance due on principal	6,787.80
Add interest from May 1, 1963 thru Sept. 30, 1963	<u>171.40</u>
Total due on Mortgage	6,959.20
Less expense account	<u>203.64-</u>
Total Mortgage Claim	\$6,755.56

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, to wit:-

I Hereby Certify that on this 26th day of September, 1963, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid personally appeared IOLA P. ANDERSON, Secretary of First Federal Savings and Loan Association of Annapolis, and made oath in due form of law that the above statement is correct to the best of her knowledge and belief.

Witness my hand and Notarial Seal.



Madolin Ross
 Madolin Ross, Notary Public
 My Comm. expires May 3, 1965.

FILED

1963 SEP 26 PM 2:36

IN THE MATTER OF THE SALE OF	:	IN THE CIRCUIT COURT
THE MORTGAGED REAL ESTATE OF	:	FOR
BENJAMIN L. HUNTON and VERA	:	ANNE ARUNDEL COUNTY
D. HUNTON	:	EQUITY NO. 15882
PRESENT OWNER:	:	
VERA D. HUNTON, divorced	:	

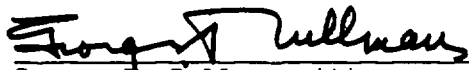
AFFIDAVIT

In compliance with Soldiers and Sailors Civil Relief Act of Congress, October 1940 and Soldiers and Sailors Civil Relief Act, Article 87A, Bagby's Annotated Code of Maryland, 1939 Edition.

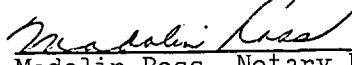
STATE OF MARYLAND, ANNE ARUNDEL COUNTY, to wit:-

GEORGE E. RULLMAN, Being first duly sworn, on oath deposes and says that he is the duly authorized agent of the First Federal Savings and Loan Association of Annapolis, the plaintiff in the above entitled cause, and makes this affidavit in its behalf.

AFFIANT states that he makes this affidavit pursuant to the provisions of the Soldiers and Sailors Civil Relief Act of Congress, October 1940, and Soldiers and Sailors Civil Relief Act, Article 87A, Bagby's Annotated Code of Maryland, 1939 Edition, that on behalf of plaintiff, careful investigation has been made to ascertain whether or not the above named defendant is now in the Military service of the United States and that as a result of said investigation, Affiant has discovered and does hereby make oath that said defendant is not in the Military service of the United States, that is to say, said defendant is not a member of the Army of the United States, the United States Navy, the Marine Corps, the Coast Guard, and is not an officer of the Public Health Service detailed by proper authority for duty with any of the branches aforesaid, nor is said defendant under training or education under the supervision of the United States preliminary to induction into the Military service but is employed as a civilian and not subject to aforesaid.


George E. Rullman, Attorney and
Agent - Affiant

FILED
SUBSCRIBED and SWORN to before me, this 26th day of September, 1963.
1963 SEP 26 PM 2:36


Madolin Ross, Notary Public
My Comm. expires May 3, 1965.

No. 15882

GEORGE W. SCIBLE. . . . BOOK 151. PAGE 231. . . . AUCTIONEER

PUBLIC SALE OF
VALUABLE WATERFRONT
RESIDENCE PROPERTY

SITUATE IN THE SEVENTH ELECTION DISTRICT OF ANNE ARUNDEL COUNTY, MARYLAND,
IMPROVED BY A MASONRY DWELLING WITH APPROVED ROOF HAVING SIX ROOMS AND ATTACHED
GARAGE, WITH ELECTRIC HEAT, LOCATED AT COLUMBIA BEACH.

Under and by virtue of the power of sale contained in a Mortgage
from Benjamin L. Hinton and Vera D. Hinton, his wife, dated August 14, 1958,
and recorded among the Land Records of Anne Arundel County in Liber G.T.C.
1226, folio 561, the undersigned Attorney named in said mortgage to make sale
of the property therein described, default having occurred thereunder, will
offer for public sale at auction at the Court House Door, in the City of
Annapolis, Maryland, on

TUESDAY, OCTOBER 22, 1963

At 10:30 O'clock, A.M.

the following described property, namely:

1. ALL those five lots or parcels of land situate in the Seventh
Election District of Anne Arundel County, Maryland, being Known and designated
as Lots Numbers Five (5), Six (6), Seven (7), Eight (8), and Nine (9), in
Block Number Seven (7), as shown on a plat of Columbia Beach, made by J. R.
McCrone, Jr., Surveyor, in April 1940, which is recorded among the Plat Records
of Anne Arundel County in Plat Book 11, Page 18.

BEING the same property which was conveyed to Benjamin L. Hinton and
Vera D. Hinton, his wife, by the three following deeds: (1) Lot Number 5 -
from Columbia Beach, Incorporated, dated November 26, 1948 and recorded among
the Land Records of Anne Arundel County in Liber J.H.H. 503, folio 368; (2)
Lots numbers 8 and 9 - from Zoie H. Moore, widow, et al, dated September 30,
1949, and recorded among the aforesaid Land Records in Liber J.H.H. 563, folio
377. (3) Lots numbers 6 and 7 - from Columbia Beach Incorporated, dated
December 28, 1949, and recorded among the aforesaid Land Records in Liber
J.H.H. 552, folio 263.

2. ALL that lot or lots of ground situate, lying and being in the
Seventh Election District of Anne Arundel County, Maryland, and being known
and designated as Lots Nos. Ten (10) and Eleven (11), in Block number Seven

1507 SEP 26 PM 2:35

(7), as shown on a plat entitled "Columbia Beach", made by J. R. McCrone, Jr., Engineer, April 1940 and duly recorded among the Plat Records of Anne Arundel County in Plat Book 11, Page 18. The said lots having a total of 175 feet frontage on Bates Drive with a depth therefrom to the waters of Chesapeake Bay.

BEING the same property which was conveyed to Benjamin L. Hunton and Vera D. Hunton, his wife, by Alice S. Tipton and Calvin F. Tipton, her husband, by deed dated July 29, 1954, and recorded as aforesaid in Liber J.H.H. 851, folio 146.

THE ABOVE DESCRIBED property was conveyed to Vera D. Hunton, divorced, by Benjamin L. Hunton, divorced, by deed dated June 28, 1961 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. 1504, folio 181, to which reference is made.

TERMS OF SALE: A deposit of ten per cent (10%) of the purchase price will be required of the purchaser or purchasers on the day of sale, balance of purchase money, with interest thereon at the rate of six per cent (6%) per annum, to be paid in cash upon final ratification of sale. Taxes and Public Charges to be adjusted to the day of sale.

GEORGE E. RULLMAN
Attorney named in Mortgage
140 South Street
Annapolis, Maryland
Co - 3-4433

MORTGAGEES OR ATTORNEYS BOND.

BOOK

12 PAGE 203

No. 15,882 Equity

BOOK

151

PAGE

233

KNOW ALL MEN BY THESE PRESENTS, THAT we, George E. Rullman, of Anne
Arundel County, State of Maryland,

_____ as principal
 and the NATIONAL SURETY CORPORATION, a body corporate, duly incorporated under the laws of the State of
 New York, as surety, are held and firmly bound unto the State of Maryland, in the full and just sum of
ELEVEN THOUSAND Dollars,
 to be paid to the said State or its certain Attorney, to which payment well and truly to be made and done, we
 bind ourselves and each of us, our and each of our Heirs, Executors, Administrators, Successors or Assigns, jointly
 and severally, firmly by these presents, sealed with our seals and dated this fourteenth
 day of October, in the year of our Lord 1963.

WHEREAS, the above bounden George E. Rullman

by virtue of the power contained in a mortgage from Benjamin L. Hunton & Vera D. Hunton
 _____ to First Federal Sav. & Loan Assn. of Annapolis
 bearing date the 14th day of August, 1958
 _____ and recorded among the Land records of Anne Arundel County
 in Liber G.T.C. No. 1226 Folio 561 and _____

is about to sell the land and premises described in said mortgage, default having been made in the payment of
 the money as specified, and in the conditions and covenants therein contained.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, that if the above bounden
George E. Rullman

do and shall well and truly and faithfully perform the trust reposed in him
 under the mortgage aforesaid, and shall abide by and fulfill any order or decree which shall be made by any
 Court of Equity in relation to the sale of said mortgaged property, or the proceeds thereof, then the above obliga-
 tion to be void; otherwise to be and remain in full force and virtue in law.

IN TESTIMONY WHEREOF, the above bounden George E. Rullman

has hereto set my hand and seal and the said body corporate has caused these presents to be duly
 signed by its duly authorized agent and attorney in fact, the day and year first herein above written.

Signed, Sealed and Delivered
 in the Presence of

Madolin Ross
 Madolin Ross

George E. Rullman [SEAL]
 George E. Rullman

[SEAL]

As to Surety

Mary F. Whedbee
 Mary F. Whedbee

By

Rose M. Bausch
 Rose M. Bausch Attorney-in-fact

Attorney-in-fact

Bond approved this 17 day of October, 1963

Louis H. Phipps

FILED

503 OCT 16 PM 10:25

Public Sale

Valuable Waterfront Residence Property

SITUATE IN THE SEVENTH ELECTION DISTRICT OF ANNE ARUNDEL COUNTY, MARYLAND, IMPROVED BY A MASONRY DWELLING WITH APPROVED ROOF HAVING SIX ROOMS AND ATTACHED GARAGE, WITH ELECTRIC HEAT, LOCATED AT COLUMBIA BEACH.

Under and by virtue of the power of sale contained in a Mortgage from Benjamin L. Hunton and Vera D. Hunton, his wife, dated August 14, 1958, and recorded among the Land Records of Anne Arundel County in Liber G.T.C. 1226, folio 561, the undersigned Attorney named in said mortgage to make sale of the property therein described, default having occurred thereunder, will offer for public sale at auction at the Court House Door, in the City of Annapolis, Maryland, on

Tues., October 22, 1963

at 10:30 O'clock, A.M.

the following described property, namely:

1. ALL those five lots or parcels of land situate in the Seventh Election District of Anne Arundel County, Maryland, being Known and designated as Lots Numbers Five (5), Six (6), Seven (7), Eight (8), and Nine (9), in Block Number Seven (7), as shown on a plat of Columbia Beach, made by J. R. McCrone, Jr., Surveyor, in April 1940, which is recorded among the Plat Records of Anne Arundel County in Plat Book 11, Page 18.

BEING the same property which was conveyed to Benjamin L. Hunton and Vera D. Hunton, his wife, by the three following deeds: (1) Lot Number 5 — from Columbia Beach, Incorporated, dated November 26, 1948 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. 503, folio 368; (2) Lots numbers 8 and 9—from Zoie H. Moore, widow, et al, dated September 30, 1949, and recorded among the aforesaid Land Records in Liber J.H.H. 563, folio 377. (3) Lots numbers 6 and 7 — from Columbia Beach Incorporated, dated December 28, 1949, and recorded among the aforesaid Land Records in Liber J.H.H. 552, folio 263.

OFFICE OF

Evening Capital

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

CERTIFICATE OF PUBLICATION

Annapolis, Md., October 21, 1963

We hereby certify, that the annexed

Public Sale

"Vera D. Hunton"

was published in

Evening Capital

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4

successive weeks before the 22nd

day of October, 1963. The first

insertion being made the 27th day of

September, 1963.

THE CAPITAL-GAZETTE PRESS, INC.

OCT 22, 1963, 4:37 PM By Lillian L. French

BOOK 151 PAGE 234

2. ALL that lot or lots of ground situate, lying and being in the Seventh Election District of Anne Arundel County, Maryland, and being known and designated as Lots, Nos. Ten (10) and Eleven (11), in Block number Seven (7), as shown on a plat entitled "Columbia Beach", made by J. R. McCrone, Jr., Engineer, April 1940 and duly recorded among the Plat Records of Anne Arundel County in Plat Book 11, Page 18. The said lots having a total of 175 feet frontage on Bates Drive with a depth therefrom to the waters of Chesapeake Bay.

BEING the same property which was conveyed to Benjamin L. Hunton and Vera D. Hunton, his wife, by Alice S. Tipton and Calvin F. Tipton, her husband, by deed dated July 29, 1954, and recorded as aforesaid in Liber J.H.H. 851, folio 146.

THE ABOVE DESCRIBED property was conveyed to Vera D. Hunton, divorced, by Benjamin L. Hunton, divorced, by deed dated June 28, 1961 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. 1504, folio 181, to which reference is made.

TERMS OF SALE: A deposit of ten per cent (10 per cent) of the purchase price will be required of the purchaser or purchasers on the day of sale, balance of purchase money, with interest thereon at the rate of six per cent (6 per cent) per annum, to be paid in cash upon final ratification of sale. Taxes and Public Charges to be adjusted to the day of sale.

GEORGE E. RULLMAN
Attorney named in Mortgage
140 South Street
Annapolis, Maryland
CO - 3-4433

GEORGE W. SCIBLE,
Auctioneer.

O-18

GEORGE W. SCIBLE

Auctioneer

BOOK 151 PAGE 236

PUBLIC SALE

OF VALUABLE

WATERFRONT RESIDENCE PROPERTY

Situate in the Seventh Election District of Anne Arundel County, Maryland, improved by a masonry dwelling with approved roof having six rooms and attached garage, with electric heat, located at Columbia Beach.

Under and by virtue of the power of sale contained in a mortgage from Benjamin L. Hunton and Vera D. Hunton, his wife, dated August 14, 1958, and recorded among the Land Records of Anne Arundel County in Liber G.T.C. 1226, folio 561, the undersigned Attorney named in said mortgage to make sale of the property therein described, default having occurred thereunder, will offer for public sale at auction at the Court House door, in the City of Annapolis, Maryland, on

Tuesday, October 22, 1963

AT 10:30 O'CLOCK A.M.

the following described property, namely:

1. ALL those five lots or parcels of land situate in the Seventh Election District of Anne Arundel County, Maryland, being Known and designated as Lots Numbers Five (5), Six (6), Seven (7), Eight (8), and Nine (9), in Block Number Seven (7), as shown on a plat of Columbia Beach, made by J. R. McCrone, Jr., Surveyor in April 1940, which is recorded among the Plat Records of Anne Arundel County in Plat Book 11, Page 18.

BEING the same property which was conveyed to Benjamin L. Hunton and Vera D. Hunton, his wife, by the three following deeds: (1) Lot Number 5—from Columbia Beach, Incorporated, dated November 26, 1948 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. 503, folio 368; (2) Lots numbers 8 and 9—from Zoie H. Moore, widow, et al, dated September 30, 1949, and recorded among the aforesaid Land Records in Liber J.H.H. 563, folio 377; (3) Lots numbers 6 and 7—from Columbia Beach Incorporated, dated December 28, 1949, and recorded among the aforesaid Land Records in Liber J.H.H. 552 folio 263.

2. **ALL** that lot or lots of ground situate, lying and being in the Seventh Election District of Anne Arundel County, Maryland, and being known and designated as Lots Nos. 10 (10) and Eleven (11), in Block number Seven (7) as shown on a plat entitled "Columbia Beach," made by J. R. McCrone, Jr., Engineer, April 1940 and duly recorded among the Plat Records of Anne Arundel County in Plat Book 11, Page 18. The said lots having a total of 175 feet frontage on Bates Drive with a depth therefrom to the waters of Chesapeake Bay.

BEING the same property which was conveyed to Benjamin L. Hunton and Vera D. Hunton, his wife by Alice S. Tipton and Calvin F. Tipton, her husband, by deed dated July 29, 1954, and recorded as aforesaid in Liber J.H.H. 851, folio 146.

THE ABOVE DESCRIBED property was conveyed to Vera D. Hunton, divorced, by Benjamin L. Hunton, divorced, by deed dated June 28, 1961 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. 1504, folio 181, to which reference is made.

TERMS OF SALE: A deposit of ten per cent (10%) of the purchase price will be required of the purchasers on the day of sale, balance of purchase money, with interest thereon at the rate of six per cent (6%) per annum, to be paid in cash upon final ratification of sale. Taxes and Public Charges to be adjusted to the day of sale.

GEORGE E. RULLMAN,
Attorney Named in Mortgage,
140 South Street,
Annapolis, Maryland.
CO. 3-4433

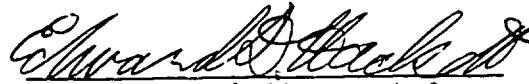
FILED

503 OCT 23 PM 2:30


BOOK 151 PAGE 237

I Hereby Certify that I bid in the property described on the reverse side hereof at public sale at the Court House Door in the City of Annapolis, Maryland, on Tuesday, October 22, 1963 at 10:30 o'clock, a.m., at and for the sum of Eight Thousand Dollars (\$8,000.00), as agent for Elvin R. Sheppard and Bertha P. Sheppard, his wife, I then and there being the highest bidder therefor. Elvin R. Sheppard and Bertha P. Sheppard, his wife, agree to comply with the terms of sale as expressed on the reverse side hereof.

BOOK 151 PAGE 238


Edward D. Hackett, Agent for
Elvin R. Sheppard and Bertha P.
Sheppard, his wife,

I Hereby Certify that I, as Auctioneer, did sell the property described on the reverse side hereof at public sale, on Tuesday, October 22, 1963, to Edward D. Hackett, Agent for Elvin R. Sheppard and Bertha P. Sheppard, his wife, at and for the sum of Eight Thousand Dollars (\$8,000.00), he then and there being the highest bidder therefor; I further certify that the sale was fairly made.


George W. Scible, Auctioneer

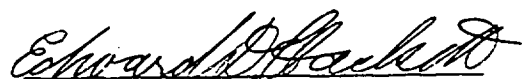
STATE OF MARYLAND, ANNE ARUNDEL COUNTY, to wit:-

I Hereby Certify that on this 22nd day of October, 1963, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared Edward D. Hackett, Agent for Elvin R. Sheppard and Bertha P. Sheppard, his wife, purchasers of the real estate described on the reverse side hereof and made oath in due form of law:

1. That he is the Agent for Elvin R. Sheppard and Bertha P. Sheppard, his wife, in this purchase.

2. That there are no other interested persons in this transaction and that Elvin R. Sheppard and Bertha P. Sheppard his wife are to hold title as tenants by the entirety,

3. That neither he, nor Elvin R. Sheppard or Bertha P. Sheppard, his wife, have directly or indirectly, discouraged anyone from bidding for the said property and that the sale was open to all bidders.


Edward D. Hackett, Agent for
Elvin R. Sheppard and Bertha P.
Sheppard, his wife,

WITNESS my hand and Notarial Seal.


N.P.



FILED.

1963 OCT 23 PM 2:29

IN THE MATTER OF THE SALE OF	*	IN THE CIRCUIT COURT
THE MORTGAGED REAL ESTATE OF	*	
BENJAMIN L. HUNTON and VERA	*	FOR
D. HUNTON, his wife	*	ANNE ARUNDEL COUNTY
PRESENT OWNER:	*	
VERA D. HUNTON, divorced	*	EQUITY NO. 15,882

ATTORNEY'S REPORT OF SALE

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Report of Sale of George E. Rullman, Attorney named in the Mortgage filed in these proceedings, respectfully shows:

That under and by virtue of the power of sale contained in a Mortgage from Benjamin L. Hunton and Vera D. Hunton, his wife, dated August 14, 1958 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. 1226, folio 561, to make sale of the property therein described, in case of default and default having occurred thereunder, the said George E. Rullman, Attorney as aforesaid, after having given bond with approved security and after having given due notice of the time, place, manner and terms of sale by advertisement published in the Evening Capital, a daily newspaper published in Anne Arundel County, and by handbills distributed about the vicinity of the property and elsewhere, and after having complied with all other requisites of the mortgage and of the law for such cases made and provided, offered the property in said mortgage described for sale by public auction at the Court House Door in the City of Annapolis, Maryland, on Tuesday, October 22, 1963, at 10:30 o'clock, a.m., and then and there sold the property to Elvin R. Sheppard and Bertha P. Sheppard, his wife, at and for the sum of Eight Thousand Dollars (\$8,000.00), they then and there being the highest bidders therefor, which property is described as follows:

1. ALL those five lots or parcels of land situate in the Seventh Election District of Anne Arundel County, Maryland, being known and designated as Lots Numbers Five (5), Six (6), Seven (7), Eight (8), and Nine (9), in Block Number Seven (7), as shown on a plat of Columbia Beach, made by J. R. McCrone, Jr., Surveyor, in April 1940, which is recorded among the Plat Records of Anne Arundel County in Plat Book 11, Page 18.

FILED
OCT 23 PM 2:29

BEING the same property which was conveyed to Benjamin L. Hunton and Vera D. Hunton, his wife, by the three following deeds: (1) Lot Number 5 - from Columbia Beach, Incorporated, dated November 26, 1948 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. 503, folio 368; (2) Lots Numbers 8 and 9 - from Zoie H. Moore, widow, et al, dated September 30, 1949, and recorded among the aforesaid Land Records in Liber J.H.H. 563, folio 377. (3) Lots Numbers 6 and 7 - from Columbia Beach Incorporated, dated December 28, 1949, and recorded among the aforesaid Land Records in Liber J.H.H. 552, folio 263.

2. ALL that lot or lots of ground situate, lying and being in the Seventh Election District of Anne Arundel County, Maryland, and being known and designated as Lots Nos. Ten (10) and Eleven (11), in Block number Seven (7), as shown on a plat entitled "Columbia Beach", made by J. R. McCrone, Jr., Engineer, April 1940 and duly recorded among the Plat Records of Anne Arundel County in Plat Book 11, Page 18. The said lots having a total of 175 feet frontage on Bates Drive with a depth therefrom to the waters of Chesapeake Bay.

BEING the same property which was conveyed to Benjamin L. Hunton and Vera D. Hunton, his wife, by Alice S. Tipton and Calvin F. Tipton, her husband, by deed dated July 29, 1954, and recorded as aforesaid in Liber J.H.H. 851, folio 146.

THE ABOVE DESCRIBED property was conveyed to Vera D. Hunton, divorced, by Benjamin L. Hunton, divorced, by deed dated June 28, 1961 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. 1504, folio 181, to which reference is made.

AND the said Attorney further reports that he has received from the said purchasers the deposit as required by the terms of sale, and has also received the purchasers agreement to comply with the terms of sale, which are as follows:

TERMS OF SALE: A deposit of ten per cent (10%) of the purchase price will be required of the purchaser or purchasers on the day of sale, balance of purchase money, with interest thereon at the rate of six per cent (6%) per annum to be paid in cash upon final ratification of sale. Taxes and Public Charges to be adjusted to the day of sale.

Respectfully submitted,

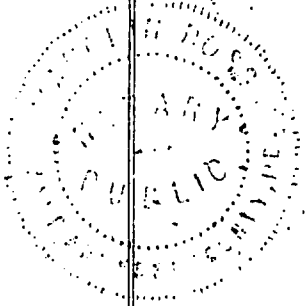


George E. Rullman
Attorney named in Mortgage

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, to wit:-

I Hereby Certify that on this 23rd day of October, 1963, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared GEORGE E. RULIMAN, Attorney as aforesaid, and made oath in due form of law that the matters and facts stated in the foregoing Report of Sale are true as therein set forth and that the sale was fairly made.

Witness my hand and Notarial Seal.



Madolin Ross
Madolin Ross, Notary Public

My Commission expires May 3, 1965.

ORDER NISI

IN THE MATTER OF THE SALE OF THE
MORTGAGED REAL ESTATE OF BENJAMIN L.
HUNTON and VERA D. HUNTON, his wife
PRESENT OWNER:
VERA D. HUNTON, divorced

~~XXXXX~~

BOOK 151 PAGE 243

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 15,882 Equity

Ordered, this 23rd day of October, 1963, That the sale of the
property in these proceedings mentioned
made and reported by George E. Rullman, Attorney named in Mortgage

BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 29th
day of November next; Provided, a copy of this Order be inserted in some newspaper
published in Anne Arundel County, once in each of three successive weeks before the 29th
day of November next.

The report states that the amount of sale was \$ 8,000.00

Louis W. Phipps

Clerk.

True Copy,

George E. Rullman, Atty.
(Final Order)

TEST:

Evening Capital (for Oct. 28th edition)

Clerk.

IN THE MATTER OF THE SALE OF THE
MORTGAGED REAL ESTATE OF BENJAMIN L.
HUNTON and VERA D. HUNTON, his wife
PRESENT OWNER:

~~XXXXX~~

VERA D. HUNTON, divorced

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

Term, 19

ORDERED BY THE COURT, This 2nd day of December, 1963
that the sale made and reported by the Attorney aforesaid, be and the same is hereby finally Ratified and
Confirmed no cause to the contrary having been shown, although due notice appears to have been given as re-
quired by the Order Nisi, passed in said cause; and the Attorney allowed the usual commissions and such
proper expenses as he shall produce vouchers for the Auditor.

FILED

1963 DEC -2 PM 12:39

O. Brown Dinehart
JUDGE.

Evening Capital

BOOK 151 PAGE 244

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

CERTIFICATE OF PUBLICATIONAnnapolis, Md., November 19, 1963

We hereby certify, that the annexed -----

Order nisi Sale -----Eq. 15,882 -----Benjamin L. Hunton -----

was published in

Evening Capitala newspaper published in the City of Annapolis, Anne Arundel
County, Maryland, once a week for 4 -----successive weeks before the 29th -----day of November -----, 1963. The firstinsertion being made the 28th ----- day ofOctober -----, 1963.

FILED

THE CAPITAL-GAZETTE PRESS, INC.

No. E. C. 7631 1963 NOV 19 AM 11:40By H. Tilghman -----

17

Order NisiIN THE CIRCUIT COURT FOR
ANNE ARUNDEL COUNTY
No. 15,882 EquityIN THE MATTER OF THE
SALE OF THE MORTGAGED
REAL ESTATE OF BENJAMIN
L. HUNTON and VERA D.
HUNTON, his wife PRESENT
OWNER: VERA D. HUNTON,
divorced.Ordered, this 23rd day of Oc-
tober, 1963, That the sale of the
property in these proceedings
mentioned made and reported
by George E. Rullman, Attorney
named in Mortgage BE RATI-
FIED AND CONFIRMED, un-
less cause to the contrary there-
of be shown on or before the
29th day of November next:
Provided, a copy of this Order
be inserted in some newspaper
published in Anne Arundel Coun-
ty, once in each of three succes-
sive weeks before the 29th day
of November next.The report states that the
amount of sale was \$8,000.00

LOUIS N. PHIPPS, Clerk

True Copy, TEST:

LOUIS N. PHIPPS, Clerk.

N-18

In the Case of

BOOK 151 PAGE 245

IN THE MATTER OF THE SALE OF THE MORTGAGED

REAL ESTATE OF BENJAMIN L. HUNTON &

VERA D. HUNTON

VS.

In the

Circuit Court

For

Anne Arundel County

No. 15,882

Equity

To the Honorable, the Judges of said Court:

The Auditor reports to the Court that he has examined the proceedings in the above entitled cause, and from them he has stated the within account, and that he has this day given notice of the filing of this account to all parties and persons who have filed a claim to the proceeds of sale herein, in accordance with General Equity Rule #595.

All of which is respectfully submitted.

Arthur Audusay
Auditor.

FINAL ORDER

ORDERED BY THE COURT, this 28 day of January, 1964, that the foregoing Report and Account of the Auditor be and the same is hereby finally ratified and confirmed, no cause to the contrary having been shown, and that the Trustee apply the proceeds accordingly with a due proportion of interest as the same has been or may be received.

Louis N. Phipps
Clerk
Per: *B. Fitzhugh*, deputy

FILED

1964 JAN 28 11:32

Dr. Mortgaged Real Estate of Benjamin L. Hunton
and Vera D. Hunton

BOOK 151 PAGE 246

In Acct. with George E. Rullman, Attorney Named in Mortgage

Cr.

By	Amount of Sale, as per Attorney's Report of Sale filed			8,000 00	
By	Interest, 6%, on deferred payment, \$7,200.00, from 10/22/63 to 12/30/63			84 00	
By	Adjustment, taxes, lots 5 - 10 & 11, 10/22/63 to 12/31/63			14 21	
					8,098 21
To	Attorney, for fee, viz:	50 00			
To	Attorney, for commission, viz:	270 00			
				320 00	
To	Attorney, for court costs, viz:				
	Plaintiff's solicitor appearance fee	10 00			
	Clerk, court costs	28 00			
	Auditor, this account	25 00			
				63 00	
To	Attorney, for expenses, viz:				
	Capital-Gazette Press Inc., Adv. & Nisi - Sale	134 00			
	Speer Publications, Inc. - handbills	17 00			
	National Surety Corporation - bond	44 00			
	George W. Scible, Auctioneers fee	40 00			
	Notary fee	2 00			
	Adjustment, taxes, Lots 6 - 7 - 8 & 9, 10/22/63 to 12/31/63	286 72			
	$\frac{1}{2}$ Federal & State Revenue Stamps	13 20			
				536 92	
To	1st Federal Savings & Loan Association of Annapolis, in full for Mortgage Claim filed	6,755 56			
	Interest, 6%, on principal balance, \$6,584.16, from 10/1/63 to 1/24/64	125 09			
				6,880 65	
To	Benjamin L. Hunton & Vera D. Hunton, Mortgagors, excess	297 64			
				297 64	
					8,098.21

BOOK 151 PAGE 247

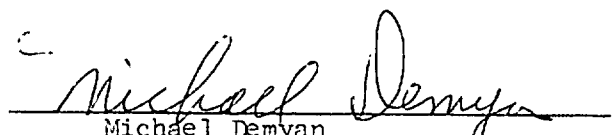
IN THE MATTER OF THE	:	IN THE CIRCUIT COURT
MORTGAGED REAL ESTATE OF	:	FOR
PAUL E. GAUSE and MILDRED I.	:	ANNE ARUNDEL COUNTY
GAUSE, his wife	:	NO. 15,859 EQUITY

.....

ORDER TO DOCKET SUIT

Mr. Clerk:

Please file the original mortgage in this Foreclosure suit.


Michael Demyan
Trustee for the purpose of
foreclosure
16 Crain Highway, S. W.
Glen Burnie, Maryland
Southfield 6 - 6340

FILED
1963 SEP 13 PM 5:12

THIS MORTGAGE made this Twenty fourth day of July, 1962 by and between Paul E. Gause and Mildred I. Gause, his wife parties of the first part, Mortgagors; and DeGrange Lumber Co. party of the second part, Mortgagee.

WHEREAS, the said Mortgagors are justly indebted to the Mortgagee in the full and just sum of Three Thousand Dollars (\$3000.00); and have agreed to repay the said sum in consecutive monthly installments of \$100.00 each (except the first month which shall be the balance due on the date of the first installment) on or before the 10th day of each month until the said sum is paid in full, at the office of the said Mortgagee and according to the same rate of such monthly payments until said sum is paid in full, at the office of the said Mortgagee with interest after maturing of the entire balance as herein provided at the rate of 6% per annum and to secure the payment of which this mortgage is executed, and have agreed to repay the full amount as herein stated within 1 year from above date.

AND WHEREAS this mortgage shall also secure future advances as provided by Chapter 923 of the laws of Maryland passed at the January session in the year 1945 or any supplement thereto.

NOW, THEREFORE, THIS MORTGAGE WITNESSETH, that in consideration of the premises and other good and valuable considerations, the receipt whereof is hereby acknowledged, the said Mortgagor do grant, convey and assign unto the said Mortgagee, its successor and assigns, the following properties, the improvements thereon being known as Lot NO. 209 As shown on the plat of Mortgage which plat was originally recorded among the Plat. Records of A. A. Co. in Plat. Book FSR No. 3, Folio 3 but now recorded among said Plat. Records in Plat. Book No. 7, Folio 41, Being the same property as described in a Deed from Charles L. Pumphrey & Co. Inc. to Paul E. Gause and Mildred I. Gause, his wife, dated Nov. 29th 1961 and recorded among the Land Records of A. A. Co. and it is agreed that, until default be made in the premises, said Mortgagors, their executors, administrators, heirs, or assigns, shall possess the aforesaid property upon paying all taxes, water charges, interest, principal and insurance premiums on this or prior Mortgages, if any there be, as the same become due and payable, and the ground rent, if any, and all other charges of every kind, levied or assessed, or to be levied or assessed, on said Mortgaged property, which taxes, assignments, public dues, charges, Mortgage debt and interest, the said Mortgagors do hereby covenant to pay when legally demandable. And in the case of any default in the payment of the aforesaid Mortgage debt, principal, or interest, or in any covenant or condition of this Mortgage, then the whole Mortgage debt hereby intended to be secured shall be due and payable and the Mortgagors do hereby assent to the passage of a decree for the sale of the property hereby mortgaged. The said Mortgagors do hereby further authorize the said Mortgagee, its successors or assigns, or its duly authorized attorney or agent of the Mortgagee after default in the covenants or conditions of this Mortgage to sell the hereby mortgaged property in accordance with Article 66 of the Public General Laws of the State of Maryland or any other general, or local laws of the State of Maryland or any supplements or additions thereto relating to Mortgages. And upon any sale of said property, the proceeds shall be applied first to the payment of all expenses incident to said sale, including an Attorney's Fee of Fifty Dollars and a commission to the party making the sale, and secondly to the payment of all claims of the said Mortgagee, its successors or assigns, and thirdly, the balance, if any, to said Mortgagors, their executors, administrators, heirs or assigns.

Liber GTC 1528 Folio 70

And the said Mortgagors do covenant to insure, and pending the existence of this Mortgage, to keep insured in some company satisfactory to the said Mortgagee, its successors or assigns, the improvements on the hereby Mortgaged property to the extent of said Mortgage lien or claim hereunder.

The said Mortgagors covenants that they will warrant specially the property hereby conveyed, and that they will execute such further assurance as may be requisite.

Wherever the context so requires plural words shall be construed in the singular.

WITNESS the hands and seals of said Mortgagors.

Test:

Helen G. Warfield
Helen G. Warfield

Paul E. Gause (SEAL)
Paul E. Gause (SEAL)
Mildred I. Gause (SEAL)
Mildred I. Gause

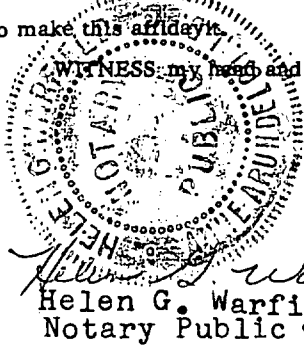
STATE OF MARYLAND) to wit:

I Hereby Certify on this Twenty fourth day of July, 1962, before me the subscriber, a Notary Public of the State of Maryland, in and for the Anne Arundel Co aforesaid, personally appeared Paul E. Gause and Mildred I. Gause, his wife the Mortgagors named in the foregoing Mortgage and they acknowledged the foregoing Mortgage to be their act.

Appeared this day of July 24, 1962, F. Ward DeGrange representing, DeGrange Lumber Co.

and made oath in due form of law that the consideration set forth in said Mortgage is true and bona fide as therein set forth, and that F. Ward DeGrange has authority to make this affidavit.

WITNESS my hand and Notarial Seal.



MY COMMISSION EXPIRES MAY 8, 1963
My commission expires.....

Helen G. Warfield
Notary Public

FILED SEP 13 PM 5:12

Rec'd for record July 22, 1962 at 8:54 AM
Mailed to Michael Desnyan

3

DeGrange Lumber Company does hereby assign the within Mortgage unto Michael Demyan, Esquire, for the purpose of foreclosure.

DEGRANGE LUMBER COMPANY

TEST:

Helen G. Warfield
Helen G. Warfield

BY: F. Ward DeGrange (SEAL)
F. Ward DeGrange, Co-Partner

Stamp

1963 SEP 12 PM 1:11
1582
194
100

File in Equity

Mortgage

FROM

Paul E. Gause and

Mildred I. Gause

TO

DeGrange Lumber Company

RECEIVED FOR RECORD
of ... at ... o'clock
at ... at ...
Liber No. ...
the Land Records of ...
1962 JUL 27 AM 8:54
RECORDED IN LIBER 616
NO. 133
CLERK

CLERK

MICHAEL DEMYAN

Attorney-at-Law

16 CRAIN HIGHWAY, S. W.
GLEN BURNIE, MARYLAND
Southfield 6-6340

C.C.

FOR VALUE RECEIVED hereby assigns all its right, title, interest and estate in and to the within Mortgage to

WITNESS the signature of the said corporate assignor by the hand of its President with the corporation seal affixed thereto the day and year first above written.

(Corporate Seal Here)

Test:

IN THE MATTER OF THE
MORTGAGED REAL ESTATE OF
PAUL E. GAUSE and MILDRED I.
GAUSE, his wife

*
*
*
*
*

IN THE CIRCUIT COURT
FOR
ANNE ARUNDEL COUNTY
NO. 15,859 EQUITY

MILITARY AFFIDAVIT

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, to wit:

I HEREBY CERTIFY, that before me, the subscriber, a Notary Public
of said State, in and for said County, personally appeared F. Ward DeGrange,
Co-Partner of DeGrange Lumber Company

and made oath in due form of law that he (~~she~~) knows the defendant herein,
and that to the best of his (~~her~~) knowledge, information and belief

(1) said defendant is not in the military service of the United
States,

(2) said defendant is not in the military service of any nation
allied with the United States,

(3) said defendant has not been ordered to report for induction under
the Selective Training and Service Act of 1940 as amended,

(4) said defendant is not a member of the Enlisted Reserve Corps who
has been ordered to report for military service,



F. Ward DeGrange
F. Ward DeGrange
Affiant

Subscribed and sworn to before me this
27th day of August 19 63.

Alan G. Weyfull
Notary Public

FILED

1963 SEP 13 PM 5:12

BOOK 151 PAGE 251

IN THE MATTER OF THE : IN THE CIRCUIT COURT
MORTGAGED REAL ESTATE OF : FOR
PAUL E. GAUSE and MILDRED I. : ANNE ARUNDEL COUNTY
GAUSE, his wife. : NO. 15,859 EQUITY



DeGrange Lumber Company, Inc.

"Satisfaction Assured"

301-315 Governor Ritchie Highway

SOUTHFIELD 6-7200

Glen Burnie, Maryland

Aug. 27, 1963

Statement of Acct. of:

Paul E. Gause and
Mildred I. Gause, wife
8 Virginia Ave.
Glen Burnie, Md.

Principal due \$2708.58
Int due to Sept. 1. 195.00
Total due on Mortgage \$2903.58

I certify that the above account is true
and bonified as set forth herein.

F. Ward DeGrange
F. Ward DeGrange, Partner
DeGrange Lumber Company

Subscribed and Sworn to before me this

27th day of August 1963

G. W. Warfield
Notary Public

FILED

1963 SEP 13 PM 5:12

DeGRANGE
LUMBERJACK SUPPLY CENTER

ROYAL INDEMNITY COMPANY

A New York Corporation

New York, N. Y.

EXECUTIVE OFFICE:
150 WILLIAM STREET
NEW YORK 38, NEW YORK
A STOCK COMPANY

Bond No. 400071

No. 15859 Equity
BOOK 12 PAGE 193

BOND

KNOW ALL MEN BY THESE PRESENTS: That we, Michael Demyan, as Principal, and THE ROYAL INDEMNITY COMPANY, a Corporation duly established under the laws of the State of New York, and licensed to do business in the State of Maryland, are held and firmly bound unto the State of Maryland, in the full and just sum of Three Thousand Dollars, (\$3,000.00), current money, to be paid to the State of Maryland, or its certain Attorney; to which payment well and truly to be made and done, we bind ourselves, and each of us, or each of our heirs, executors, and administrators, jointly and severally, firmly by these presents, sealed with our seals and dated this 7th day of October, 1963.

WHEREAS, under and by virtue of the power and authority vested in the said Michael Demyan, as Trustee for the purpose of foreclosure of a certain Mortgage recorded among the Mortgage Records of Anne Arundel County, from Paul E. Gause and Mildred I. Gause, His Wife, to the DeGrange Lumber Company, (the Mortgagor being in default), is about to sell the real estate mentioned and described in said Mortgage under proceedings now instituted in the Circuit Court for Anne Arundel County, Maryland in Equity.

NOW THEREFORE, the condition of the above obligation is such, that if the above bonded Michael Demyan, does and shall well and faithfully perform the trust reposed in him as Trustee to foreclose the Mortgage aforesaid, or that may be reposed in him by any future order or decree in the premises, then the above obligation to be void, otherwise to remain in full force and virtue in law.

Signed, sealed and delivered
in the presence of:

Betty K. Harris

Michael Demyan (SEAL)
MICHAEL DEMYAN

The above bond is this 8th day
of October at 12:24 o'clock
P.M. approved.

ROYAL INDEMNITY COMPANY

BY:

William K. Luth

Louis J. Pizzuto Clerk

FILED

MICHAEL DEMYAN
Attorney
16 Crain Highway, S. W.
Glen Burnie, Maryland

Trustee's Mortgage

Sale

Valuable Fee

Simple Property

Lot No. 209, as shown on the Plat of Margate, which Plat was originally recorded among the Plat Records of Anne Arundel County in Plat Book F.S.R. No. 3, folio 3, but now recorded among said Plat Records in Plat Book No. 7, folio 41.

Property located at Margate, Fifth Election District of Anne Arundel County, Maryland

UNDER and by virtue of the power of sale contained in the mortgage from Paul E. Gause, and Mildred I. Gause, his wife, dated July 24, 1962, and recorded among the Land Records of Anne Arundel County in Liber E.G.O. 1532, folio 134, the undersigned as Trustee of said mortgage (default having occurred thereunder) will sell at public auction at the Court House Door, Annapolis, Maryland, on

Wed., Oct. 9, 1963
at 10:00 O'clock A.M.

All that lot of ground situate, lying and being in Margate, Fifth Election District of Anne Arundel County, State of Maryland, and described as follows:

BEING known and designated as Lot No. 209, as shown on the Plat of Margate, which Plat was originally recorded among the Plat Records of Anne Arundel County in Plat Book F.S.R. No. 3, folio 3, but now recorded among said Plat Records in Plat Book No. 7, folio 41.

BEING ALSO the same lot of ground which was acquired by the said Mortgagors from Charles L. Rumphrey and Company, Inc., a body corporate of the State of Maryland, by deed dated November 29, 1961, and recorded among the Land Records of Anne Arundel County in Liber G.T.C. 1528, folio 70.

IMPROVEMENTS: A partially erected house.

TERMS OF SALE: A cash deposit of \$300.00 or certified check will be required of the purchaser at the time and place of sale; the balance in cash upon ratification of the sale by the Circuit Court for Anne Arundel County; the unpaid purchase money to bear interest from the date of sale to the date of settlement. Taxes and other public charges, if any, to be adjusted to the date of sale.

MICHAEL DEMYAN
Trustee
ROBERT H. CAMPBELL
Auctioneer

0-31

OFFICE OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

BOOK 151
PAGE 253

CERTIFICATE OF PUBLICATION

Annapolis, Md., October 8, 1963

We hereby certify, that the annexed

Trustee's Mortgage Sale

Paul E. Gause

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 3

successive weeks before the 9th
day of October, 1963. The first
insertion being made the 19th day of

September, 1963.

THE CAPITAL-GAZETTE PRESS, INC.

1963 OCT - 9 PM 12:22

By J. L. Loughman

IN THE MATTER OF THE BOOK 151 PAGE 254 IN THE CIRCUIT COURT
MORTGAGED REAL ESTATE OF : FOR
PAUL E. GAUSE and MILDRED I. : ANNE ARUNDEL COUNTY
GAUSE, his wife : NO. 15,859 EQUITY

.....
AGREEMENT AND AFFIDAVIT OF PURCHASER

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, to wit:

I HEREBY CERTIFY, that on this 9th day of October,
1963, before me, the subscriber, a Notary Public of the State and County afore-
said, personally appeared Roman Schmidt and Alverta E. Schmidt, his wife, who
first being duly sworn, made oath in due form of law as follows:

1. That he has purchased the property sold at public auction in the
above entitled cause at and for the sum of \$ 3200.00; a deposit of
\$ 300.00 made at the time and place of sale; and agreed to comply
with the terms of sale as set forth in the advertisement of sale; said sale
was fairly made.

2. That he was not acting for anyone as agenty and had made the
purchase for his own use and benefit.

3. That there are no other persons who are interested as principals.

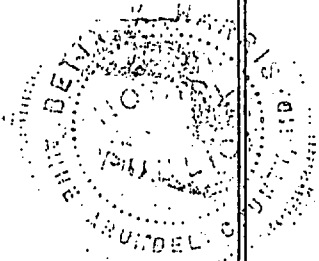
4. That the purchaser has not directly or indirectly discouraged
anyone from bidding for said property. Said sale was made to the highest
bidder therefor.

WITNESS my hand and Notarial Seal.

WITNESS:

Betty K. Harris
BETTY K. HARRIS
Notary Public

Roman Schmidt
Roman Schmidt
Alverta E. Schmidt
Alverta E. Schmidt
Purchasers



FILED

1963 OCT 11 AM 11:48

IN THE MATTER OF THE

BOOK 151: PAGE 255

IN THE CIRCUIT COURT

MORTGAGED REAL ESTATE OF

FOR

PAUL E. GAUSE and MILDRED I.

ANNE ARUNDEL COUNTY

GAUSE, his wife

NÖ. 15,859 EQUITY

REPORT OF SALE

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The report of Michael Demyan, Trustee for the purpose of foreclosure of a mortgage dated July 24, 1962, from Paul E. Gause and Mildred I. Gause, his wife, and filed in this proceeding, said cause pending, respectfully shows:

1. That after giving a Bond with surety for the faithful discharge of his trust, manner and terms of sale by advertisement inserted in the Maryland Gazette, a newspaper published in Anne Arundel County, for more than three successive weeks, preceding the day of sale, the said Michael Demyan, under and by virtue of the power and authority contained in said mortgage (after default having occurred thereunder) and pursuant to said notice on the 9th day of October, 1963, at 10:00 o'clock, A. M., on the premises, then and there sold the property described in said mortgage, which property is more particularly described as follows:

BEING known and designated as Lot No. 209, as shown on the Plat of Margate, which Plat was originally recorded among the Plat Records of Anne Arundel County in Plat Book F.S.R. No. 3, folio 3, but now recorded among the said Plat Records in Plat Book No. 7, folio 41.

BEING ALSO the same lot of ground which was acquired by the said Mortgagors from Charles L. Pumphrey and Company, Inc., a body corporate of the State of Maryland, by deed dated November 29, 1961, and recorded among the Land Records of Anne Arundel County in Liber G.T.C. 1528, folio 70.

TERMS OF SALE: Three Hundred Dollars (\$300.00) cash deposit or certified check required at time of sale and balance in cash upon ratification by the Circuit Court for Anne Arundel County, with interest at 6% from day of sale; taxes and other expenses to be adjusted to date of sale.

The said property was sold, as aforesaid, to Roman Schmidt and Alverta E.

Schmidt, his wife, at and for the sum of Three Thousand Two Hundred

----- Dollars, the said purchaser being then and there the highest bidder.

Michael Demyan
Michael Demyan, Trustee
16 Crain Highway, S. W.
Glen Burnie, Maryland
Southfield 6 - 6340

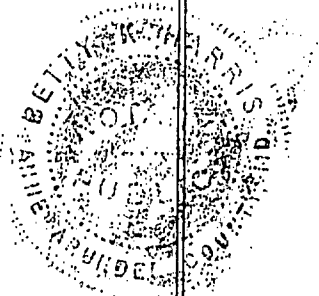
FILED

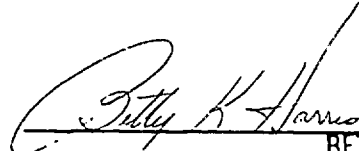
65 OCT 11 AM 11:43

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, to wit:

I HEREBY CERTIFY, that on this 9th day of October,
1963, before me, the subscriber, a Notary Public of the State of Maryland, in
and for Anne Arundel County aforesaid, personally appeared Michael Demyan and
made oath in due form of law that the matters and facts above recited are true
and that the said sale was fairly made.

AS WITNESS my hand and Notarial Seal.




BETTY K. HARRIS
Notary Public

ORDER NISI

IN THE MATTER OF THE MORTGAGED REAL
ESTATE OF PAUL E. GAUSE and
MILDRED I. GAUSE, his wife

~~XXXXXX~~

BOOK 151 PAGE 257
IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 15,859 Equity

Ordered, this 11th day of October, 1963, That the sale of the
property in these proceedings mentioned
made and reported by Michael Demyan, Trustee

BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 18th
day of November next; Provided, a copy of this Order be inserted in some newspaper
published in Anne Arundel County, once in each of three successive weeks before the 18th
day of November next.

The report states that the amount of sale was \$ 3,200.00

Louis H. Phipps

Clerk.

True Copy,

Michael Demyan, Atty.
(Final Order)

TEST: Maryland Gazette (for Oct. 17 edition) Clerk.

IN THE MATTER OF THE MORTGAGED REAL
ESTATE OF PAUL E. GAUSE and
MILDRED I. GAUSE, his wife

~~XXXXX~~

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

Term, 19

ORDERED BY THE COURT, This 21st day of November, 1963
that the sale made and reported by the Trustee aforesaid, be and the same is hereby finally Ratified and
Confirmed no cause to the contrary having been shown, although due notice appears to have been given as re-
quired by the Order Nisi, passed in said cause; and the Trustee allowed the usual commissions and such
proper expenses as he shall produce vouchers for the Auditor.

OT Bone Demyan

JUDGE.

FILED

1963 NOV 21 PM 12:18

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

BOOK 151 PAGE 253

Order NisiIN THE CIRCUIT COURT FOR
ANNE ARUNDEL COUNTY

No. 15,859

Equity

IN THE MATTER OF THE
MORTGAGED REAL ESTATE
OF PAUL E. GAUSE, and
MILDRED I. GAUSE, his wife

Ordered, this 11th day of October, 1963, That the sale of the property in these proceedings mentioned made and reported by Michael Demyan, Trustee BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 18th day of November next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 18th day of November next.

The report states that the amount of sale was \$3 200.00

LOUIS N. PHIPPS, Clerk.

True Copy, TEST:

LOUIS N. PHIPPS, Clerk N-7

CERTIFICATE OF PUBLICATIONAnnapolis, Md., November 11, 1963

We hereby certify, that the annexed -----

Order Nisi - SaleEq. 15, 859Paul E. Gause

was published in

Maryland Gazettea newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 -----successive weeks before the 18th -----day of November, 1963. The firstinsertion being made the 12th ----- day ofOctober, 1963.

THE CAPITAL-GAZETTE PRESS, INC.

By H. Tilghman**FILED**

1963 NOV 12

No. M. G. 2581 AM 9:43

12

BOOK 151 PAGE 259

ROYAL INDEMNITY COMPANY

A New York Corporation

New York, N. Y.

BOOK 12 PAGE 236

EXECUTIVE OFFICE:
150 WILLIAM STREET
NEW YORK 38, NEW YORK
A STOCK COMPANY

Bond No. 400073

Additional to Bond No. 400071

Equity # 15,859

Equity

BOND

KNOW ALL MEN BY THESE PRESENTS: That we, Michael Demyan, as Principal, and THE ROYAL INDEMNITY COMPANY, a Corporation duly established under the laws of the State of New York, and licensed to do business in the State of Maryland, are held and firmly bound unto the State of Maryland, in the full and just sum of Two Hundred Dollars, (\$200.00), current money, to be paid to the State of Maryland, or its certain Attorney; to which payment well and truly to be made and done, we bind ourselves, and each of us, or each of our heirs, executors, and administrators, jointly and severally, firmly by these presents, sealed with our seals and dated this 7th day of October, 1963.

WHEREAS, under and by virtue of the power and authority vested in the said Michael Demyan, as Trustee for the purpose of foreclosure of a certain Mortgage recorded among the Mortgage Records of Anne Arundel County, from Paul E. Gause and Mildred I. Gause, His Wife, to the DeGrange Lumber Company, (the Mortgagor being in default), is about to sell the real estate mentioned and described in said Mortgage under proceedings now instituted in the Circuit Court for Anne Arundel County, Maryland in Equity.

NOW THEREFORE, the condition of the above obligation is such, that if the above bonded Michael Demyan, does and shall well and faithfully perform the trust reposed in him as Trustee to foreclose the Mortgage aforesaid, or that may be reposed in him by any future order or decree in the premises, then the above obligation to be void, otherwise to remain in full force and virtue in law.

Signed, sealed and delivered
in the presence of:

Betty K. Harris
BETTY K. HARRIS

Michael Demyan (SEAL)
MICHAEL DEMYAN

ROYAL INDEMNITY COMPANY

The above bond is this 20 day
of November 1963 at 9:50 o'clock
A.M. approved.

BY: William K. Smith
ATTORNEY-IN-FACT

Louis J. Phillips Clerk

FILED

In the Case of

IN THE MATTER OF THE MORTGAGED REAL ESTATE OF.....

PAUL S. GAUSE & MILDRED I. GAUSE, his wife.....

VS.

In the

Circuit Court

For

Anne Arundel County

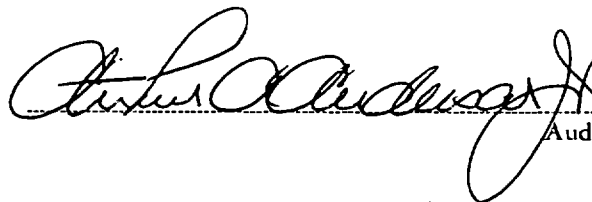
No. 15,859

Equity

To the Honorable, the Judges of said Court:

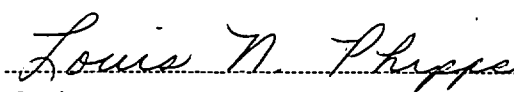
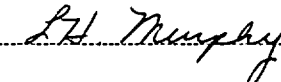
The Auditor reports to the Court that he has examined the proceedings in the above entitled cause, and from them he has stated the within account, and that he has this day given notice of the filing of this account to all parties and persons who have filed a claim to the proceeds of sale herein, in accordance with General Equity Rule #595.

All of which is respectfully submitted.


Auditor.

FINAL ORDER

ORDERED BY THE COURT, this 23rd day of January, 1964, that the foregoing Report and Account of the Auditor be and the same is hereby finally ratified and confirmed, no cause to the contrary having been shown, and that the Trustee apply the proceeds accordingly with a due proportion of interest as the same has been or may be received.


Clerk
Per: , deputy

FILED

1964 JAN 23 AM 11:29

509 JAN - 7 AM 10:42

FILED

15

Dr. Mortgaged Real Estate of Paul S. Gause &
Mildred I. Gause, his wife

BOOK 151 PAGE 261

In Acct. with Michael Demyan, Trustee

Cr.

By	Amount of Sale, as per Trustee's Report of Sale fd			3,200	00		
	Interest, 6%, on deferred payment, \$2,900.00 from						
	10/9/63 to 12/23/63			36	68		
	Adjustment, 1963 taxes from 10/8/63 to 12/31/63			3	54		
	Adjustment, 1963 Sanitary charges			8	24		
						3,248	46
To	Trustee, for fee, viz:	50	00				
To	Trustee, for commission, viz:	126	00				
				176	00		
To	Trustee, for court costs, viz:						
	Plaintiff's solicitor appearance fee	10	00				
	Clerk, court costs	31	50				
	Recording short assignment	1	00				
	Auditor, this account	22	50				
				65	00		
To	Trustee, for expenses, viz:						
	Capital-Gazette Press, Inc. - Adv. & Nisi - Sale	78	00				
	Royal Indemnity Co. - bond	12	00				
	Robert H. Campbell, Auctioneer's fee	25	00				
	$\frac{1}{2}$ Federal & State Revenue stamps	5	77				
				120	77		
To	DeGrange Lumber Co., Mortgagee, on account of						
	Mortgage Claim			2,886	69		
						3,248	46
	Balance due on Mortgage, as per claim filed	2,903	58				
	Interest, 6%, on principal balance, \$2,708.58 from						
	9/1/63 to 12/15/63	47	39				
		2,950	97				
	Credit amount allowed above	2,886	69				
	This amount subject to decree in personam	64	28				

PETITION FOR FORECLOSURE

FIRST FEDERAL SAVINGS & LOAN

ASSOCIATION OF BROOKLYN

VS.

CHARLES B. ADAMS and

VIRGIE ADELE ADAMS, his wife

BOOK 151 PAGE 262

IN THE

CIRCUIT COURT

For
OF

BALTIMORE CITY
ANNE ARUNDEL COUNTY
(In Equity) No. 15,903

To The Honorable, the Judge of said Court:


The petition of the plaintiff respectfully represent s

That on the17..... day of December A. D. 1959 the defendant executed and delivered toFirst Federal Savings & Loan Association of Brooklyn.....
Anne Arundel County
a mortgage upon certain leasehold property in ~~the City of Baltimore~~ therein described, to secure the payment of the mortgage debt of \$ 14,400.00..... and interest as therein mentioned, wherein said mortgagor s assented to the passage of a decree for the sale of said mortgaged property, to take place at any time after any default in any covenant or condition of said mortgage; all which will appear from said mortgage, marked "Petitioner's Exhibit No. 1," and filed herewith as part of this petition.

That default has occurred in the performance of this Mortgage and in payment of the debt now due the Plaintiff and secured by the aforesaid Mortgage.

And your petitioner pray s that a decree may be passed for the sale of said property in accordance with the terms of said mortgage.

And as in duty, &c.


Harold M. Vick
2 E. Lexington Street
Baltimore 2, Maryland
PL 2-6897
Attorney for Plaintiff

FILED

1963 OCT -7 PM 12:02

This Mortgage, made this - - 17th - - - - day of December

in the year one thousand nine hundred and fifty-nine, between

CHARLES B. ADAMS and VIRGIE ADELE ADAMS, his wife, of

Anne Arundel County, in the State of Maryland, Mortgagor, and

FIRST FEDERAL SAVINGS AND LOAN ASSOCIATION OF BROOKLYN, a body corporate, duly incorporated, Mortgagee.

WHEREAS, the said Mortgagee has this day loaned to said

CHARLES B. ADAMS and VIRGIE ADELE ADAMS, his wife,
the sum of Fourteen Thousand Four Hundred - - - - - (14,400.00) - - - - - dollars,

being the balance of the purchase money for the property herein described, which said sum the said Mortgagor agrees to repay in installments with interest thereon from the date hereof, at the rate of 6% per cent per annum, in the manner following:

By the payment of Ninety-four - - - - - (94.00) - - - - - dollars
on or before the first day of each and every month from the date hereof, until the whole of said principal sum and interest shall be fully paid, interest to be computed by the calendar month; and the said installment payments may be applied by the Mortgagee in the following order:

FIRST: To the payment of interest at the rate aforesaid.

SECOND: Towards the payment of the aforesaid principal sum.

AND WHEREAS this Mortgage shall also secure future advances as provided by Chapter 178 of the Laws of Maryland passed at the January session in the year 1955 or any supplement thereto.

This loan may be prepaid, in whole or in part, and when the amount prepaid in any one year exceeds twenty per cent of the original principal amount of the loan, Six (6) months' interest on the amount prepaid in excess of said twenty per cent will be charged as a consideration for the acceptance of such prepayment.

The due execution of this Mortgage having been a condition precedent to the granting of said advance.

NOW THEREFORE, this Mortgage witnesseth, that in consideration of the premises and of one dollar, the said Mortgagor doth grant, convey and assign unto said Mortgagee, its successors and assigns, all that land and premises situate and lying in Anne Arundel County, State of Maryland, and described as follows:

BEING known and designated as Lot No. 8, Block B, as shown on Plat entitled
Re-Subdivision of Section 2, North Wellham, which Plat is recorded among the Land
Records of Anne Arundel County in Plat Book 30, Page 61. The improvements thereon
being known as No. 1505 Church Lane.

BEING the same lot of ground which by Deed of even date herewith and recorded
or intended to be recorded among the Land Records of Anne Arundel County immediately
prior hereto was granted and conveyed by The Bready-Fisher Corporation to the
within named Mortgagors.

SUBJECT to an easement 5 feet wide along the easternmost side and the southernmost
side of said lot for utilities as shown on the Plat above referred to.

FILED

Plaintiff's Exhibit No. 1

1963 OCT -7 PM 12:02

Together with the improvements thereon and the rights or appurtenances thereto belonging or in anywise appertaining, including all plumbing, heating, gas and electrical fixtures.

TO HAVE AND TO HOLD the said lot of ground and premises unto the said Mortgagee, its successors and assigns, ~~not to be sold~~ forever during the residue of the term of years yet to come and unexpired therein, with the right and benefit of renewal of said term forever, subject to the payment of the yearly rent of One HundredTwenty (120.00) Dollars payable half-yearly on the twenty-fifth days of March and September in each and every year.

If, however, the said Mortgagor shall make the payments and perform the covenants herein contained, then this Mortgage shall be void.

And the said Mortgagor covenants with the said Mortgagee as follows:

- I. To repay the indebtedness, together with interest, as herein provided.
- II. To keep the buildings on the premises insured against loss by fire and other hazards, as may be required by the Mortgagee, for the benefit of the Mortgagee in such insurance companies as are acceptable to the Mortgagee, to the extent of its lien thereon, and to deliver the policy to the Mortgagee. If any loss within the provisions of said policy takes place, such insurance companies are hereby directed to pay the amount of such loss to the Mortgagee only; the Mortgagor hereby waiving all right to the possession of said payment until the Mortgagee's claim under this Mortgage has been fully paid and satisfied.
- III. Not to remove or demolish any buildings now on the premises and to keep the improvements in as good order and repair as at the present time, and upon the failure of the Mortgagor to keep the buildings on said property in good condition and repair, the Mortgagee may demand the immediate repair of said buildings, or an increase in the amount of security, or the immediate repayment of the debt hereby secured; and the failure of the Mortgagor to comply with said demand of the Mortgagee for a period of thirty days shall constitute a breach of this Mortgage, and, at the option of the Mortgagee, immediately mature the entire principal and interest hereby secured, and the Mortgagee, may, without notice, institute proceedings to foreclose this Mortgage, and apply for the appointment of a Receiver, as herein provided.
- IV. To pay all ground rent (if any), taxes, water rent, insurance, public dues and assessments of every kind whatsoever, for which the property hereby mortgaged may become liable when payable, and, for the purpose of establishing a fund to assure said payments, the Mortgagor shall pay to the Mortgagee, on the first day of each month, one-twelfth of the yearly aggregate of such items. In the event the Mortgagor fails to make the said payments, or establish the said fund, the Mortgagee is hereby authorized to pay said expenses, and the amount so paid shall then be added to the principal debt named herein and bear interest at the rate hereinbefore recited, from the date of said payment, and said Mortgagee shall have a lien hereunder on said premises for the amount so paid, together with said interest thereon. Failure to establish the fund for the payment of the expenses above referred to shall constitute a default of this Mortgage, for which foreclosure may be filed.

V. That the holder of this mortgage in any action to foreclose it, shall be entitled (without regard to the adequacy of any security for the debt) to the appointment of a Receiver to collect the rents and profits of said premises and account therefor as the Court may direct.

VI. That should the title to the herein mortgaged property be acquired by any person or corporation, other than the Mortgagor, by voluntary or involuntary grant or assignment, by descent, inheritance, operation of law or in any other manner without the Mortgagee's written consent, then the whole of said principal sum shall become due and owing as herein provided.

VII. To pay a "late charge" not to exceed Four per centum (4%) of any installment which is not paid within fifteen (15) days of the due date thereof, to cover the extra expense involved in handling delinquent payments.

VIII. That the whole of said principal sum shall become due after default in the payment of any monthly installment, as herein provided, for Thirty (30) days or after default in the performance of any of the foregoing covenants, for Thirty (30) days.

IX. That, as soon as this Mortgage becomes in default and is placed in the hands of an attorney for collection, there shall become due by the Mortgagor, who hereby agrees to pay to the said attorney, a fee of Thirty-Five dollars for his services in and about the collection of the said Mortgage debt, even though the debt hereby secured is fully paid upon the demand of said attorney and before the property herein described is advertised for sale under the decree or power of sale herein authorized.

AND the said Mortgagor hereby assents to the passage of a decree for the sale of the property hereby mortgaged, (the sale to take place after a default in any of the covenants or conditions of this Mortgage as herein provided), and the said Mortgagor hereby also authorizes the said Mortgagee, its successors or assigns, or JOHN B. ROWE, its duly authorized Attorney or Agent, after any default in the terms of this Mortgage, to sell the hereby mortgaged property, and any such sale, whether under the above assent to a decree or under the above power of sale, shall be under the provisions of Article LXVI of the Public General Laws of Maryland, or under any other General or Local Law of the State of Maryland relating to mortgages, or any supplement, amendment, or addition thereto. And upon any sale of said property, whether under the above assent to a decree or under the above power of sale, the proceeds shall be applied as follows: (1) to the payment of all expenses incident to such sale, including a fee of \$100.00 Dollars and a commission to the party making the sale of said property equal to the commission allowed Trustees for making sale of property by virtue of a decree of a Court having equity jurisdiction in the State of Maryland; (2) to the payment of all claims of the said Mortgagee, its successors or assigns, under this Mortgage whether the same shall have matured or not; (3) the surplus (if any there be), to the said Mortgagor, his, her or their heirs, personal representatives or assigns, or to whomever may be entitled to the same.

AND the said Mortgagor doth hereby covenant and agree that immediately upon the first insertion of the advertisement or notice of sale as aforesaid under a decree for said sale or under the powers hereby granted, there shall be and become due by said Mortgagor to the party inserting said advertisement or notice, all expenses incident to said advertisement or notice, all court costs, attorney's fee and all expenses incident to the foreclosure proceedings under this Mortgage and a commission on the total amount of the mortgage indebtedness, principal and interest equal to one-half of the percentage allowed as commission to trustees making sale under orders or decrees of the Circuit Court for the City or County in which the mortgaged property is situated, which said expenses, costs and commission the said Mortgagor, for himself, herself, or themselves and their heirs, personal representatives and assigns doth hereby covenant and agree to pay; and the said Mortgagee, or said JOHN B. ROWE, its said Attorney shall not be required to receive the principal and interest only, of said mortgage debt in satisfaction thereof, unless the same be accompanied by a tender of the said expenses, costs, and commission, but said sale may be proceeded with unless, prior to the day appointed therefor legal tender be made of said principal, interest, costs, attorney's fee, expenses and commission.

AND the said Mortgagor hereby covenants that the property herein described is unencumbered, except as may be herein set forth, that said Mortgagor will warrant specially the said property and will execute such further assurances thereof as may be requisite.

The covenants herein contained shall bind, and the benefits and advantages herein recited shall inure to, the respective heirs, executors, administrators, successors and assigns of the parties hereto.

WHENEVER used, the singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders; whenever there shall be two or more Mortgagors hereunder all obligations of said Mortgagors shall be joint and several.

Witness the hand and seal of the said Mortgagor.

WITNESS:

Barbara G. Yeager
Barbara G. Yeager

Charles B. Adams (SEAL)
Charles B. Adams

Virgie Adele Adams (SEAL)
Virgie Adele Adams

____ (SEAL)

____ (SEAL)

BOOK 1358 PAGE 525

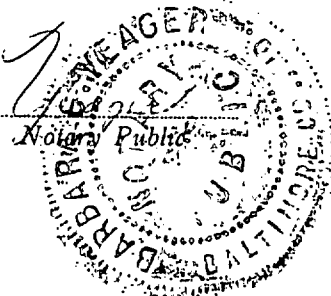
STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY that on this - - 17th - - day of December Balto. County, 1959, before me, the subscriber, a Notary Public, of the State of Maryland, in and for the City of Baltimore, personally appeared CHARLES B. ADAMS and VIRGIE ADELE ADAMS, his wife, and acknowledged the foregoing Mortgage to be their act. At the same time also appeared JOHN B. ROWE, Attorney and Agent of the within named corporation, Mortgagee, and made oath in due form of law that the consideration set forth in the foregoing Mortgage is true and bona fide as therein set forth and further made oath that he is the duly appointed Agent of said body corporate and is authorized to make this affidavit.

As WITNESS my hand and Notarial Seal.

Rec'd for record Dec 19, 1959 at 9:03 A.M.
Mailed to Rowe, Rowe & Vick

BARBARA G. YEAGER, Notary Public



116
03
345
17

FIRST FEDERAL SAVINGS & LOAN

IN THE

ASSOCIATION OF BROOKLYN

CIRCUIT COURT

vs.

FOR
~~XXXXXXXXXX~~

CHARLES B. ADAMS and

~~XXXXXXXXXXXXXXXXXXXX~~
ANNE ARUNDEL COUNTY
(In Equity) No. 15,903

VIRGIE ADELE ADAMS, his wife

STATEMENT OF MORTGAGE DEBT

Property - 1505 Church Lane

Original Amount of Loan	\$14,400.00
Less Payments to Principal	<u>1,006.51</u>
	\$13,393.49
Interest to 10-30-63	<u>200.91</u>
	\$13,594.40
Less Balance in Escrow Account	<u>178.10</u>
	\$13,416.30

134.16
66.10
178.26

229.00
67.08
301.00
80.00
100.00
40.00
13,393.49
178.10
13,215.39

40.00
24.00
91.84
46.00
55.10

STATE OF MARYLAND, CITY OF BALTIMORE, Sect.

I HEREBY CERTIFY, That on this 7th day of October in the
year nineteen hundred and sixty-three, before me, a Notary Public of the

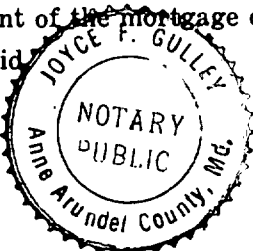
State of Maryland, in and for said City of Baltimore, personally appeared

George G. Freyman, Executive Vice-President; First FederalSavings and Loan Association of Brooklyn

the plaintiff in the above entitled cause, and made oath that the foregoing is a true statement of
the amount of the mortgage claim under the mortgage filed in the said cause now remaining due
and unpaid

FILED

1963 OCT -7 PM 12:02



As witness my hand and Notarial Seal,

Joyce F. Gulley
Notary Public.

Military Affidavit under Soldiers' and Sailors' Civil Relief Act
of 1940 and Amendment thereto of October 6, 1942

FIRST FEDERAL SAVINGS AND
LOAN ASSO. OF BROOKLYN
vs.
CHARLES B. ADAMS and
VIRGIE ADEL ADAMS, his wife

IN THE
CIRCUIT COURT

FOR
BY

~~BALTIMORE COUNTY~~
ANNE ARUNDEL COUNTY
In Equity No. 15,903

Docket Folio

Military Affidavit

STATE OF MARYLAND, CITY OF BALTIMORE, To WIT:

I HEREBY CERTIFY that, before me, the subscriber, a Notary Public of said State, in
and for said City, personally appeared George G. Freyman, Vice-President of
First Federal Savings and Loan Association of Brooklyn
and made oath in due form of law that he ~~knows~~ knows the defendant herein, and that to
the best of his ~~best~~ information, knowledge and belief

s are not
(1) said defendant ~~is not~~ in the military service of the United States,

s are not
(2) said defendant ~~is not~~ in the military service of any nation allied with the United
States,

s have not
(3) said defendant ~~has not~~ been ordered to report for induction under the Selective
Training and Service Act of 1940 as amended,

s are not s
(4) said defendant ~~is not~~ a member of the Enlisted Reserve Corps who has been or-
dered to report for military service.

George G. Freyman - Affiant.

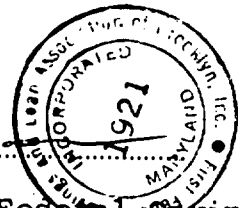
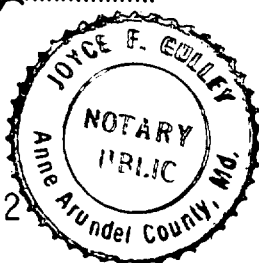
Vice President, First Federal Savings
and Loan Association of Brooklyn

Subscribed and sworn to before me
this 4th day of October 1963.

Joyce F. Gully Notary Public

FILED

1963 OCT -7 PM 12:02



DECREE FOR SALE OF MORTGAGE PREMISES

FIRST FEDERAL SAVINGS & LOAN

ASSOCIATION OF BROOKLYN

vs.

CHARLES B. ADAMS and

VIRGIE ADELE ADAMS, his wife

IN THE

CIRCUIT COURT

—OF—

~~ANNE ARUNDEL COUNTY~~
 Anne Arundel County
 (In Equity) No. 15, 903

TERM, 19.....

The Petition and Exhibit in the above cause having been submitted, the proceedings there-
 in were by the Court read and considered:

It, is, Thereupon, This 8th day of October, in the year
 nineteen hundred and sixty-three, by the Circuit Court of Anne Arundel County,
 ADJUDGED, ORDERED and DECREED, that the Mortgaged property in the proceedings
 mentioned be sold, at or after any one of the periods limited in the mortgage filed for the for-
 feiture of said mortgage; that Harold M. Vick

be and he is hereby appointed Trustee to make said sale, and
 that the course and manner of his proceedings shall be as follows: he

shall first file with the Clerk of this Court, a Bond to the State of Maryland, executed by
him mslf and a surety or sureties to be approved by this Court, or by the

Clerk thereof, in the penalty of Fourteen Thousand & 00/100 Dollars, conditioned
 for the faithful performance of the trust reposed in him by this decree, or to be

reposed in him by any future Decree or Order in the premises: he shall
 then proceed to make the said sale, having given at least three weeks' notice by advertise-
 ment, inserted in such daily newspaper or newspapers published in Anne Arundel County, as

he shall think proper, of the time, place, manner and terms of sale, which
 shall be one third cash, the balance in six and twelve months for all cash as soon as possible
~~and the credit payments to be interest free from the date of sale and to be secured by~~
~~the note or notes of the purchaser or purchasers endorsed to the satisfaction of the said~~
~~Trustee and as soon as may be convenient after approval of the said Trustee shall~~

return to this Court a full and particular account of his
 proceedings relative to the sale; with an affidavit annexed of the truth thereof, and of the fair-
 ness of said sale; and on obtaining the Court's ratification of the sale, and on payment of the
 whole purchase money (and not before), the said Trustee shall by a good and sufficient deed,

to be executed, acknowledged and recorded, according to law, convey to the purchaser or pur-
 chasers, his, her or their personal representatives and assigns the property
 and estate to him, her or them sold, free, clear and discharged from all claim of the parties
 hereto, Petitioner and Mortgagor and those claiming by, from or under them, or either of them.
 And the said Trustee shall bring into this Court the money arising from said sale, to be dis-
 tributed under the direction of this Court, after deducting the cost of this suit, and such com-
 mission to the said Trustee as this Court shall think proper to allow in consideration of the
 skill, attention and fidelity wherewith he shall appear to have discharged

his trust; provided, that before the sale herein before decreed shall be made, a state-
 ment of the mortgage claim, duly verified by affidavit, as required by law, be filed in said cause.

George S. Lusk
 Judge

FILED

1963 OCT -8 AM 11:34

New Amsterdam Casualty Company

227 ST. PAUL STREET
BALTIMORE, MD.

A STOCK COMPANY

60 JOHN STREET
NEW YORK

BOOK 151 PAGE 269

No. 15,903 *Twenty*

BOOK 12 PAGE 213

BOND NO. 0466-0160-2173-63

Know All Men By These Presents:

THAT WE, Harold M. Vick - 2 East Lexington Street -
Baltimore 2, Maryland

and NEW AMSTERDAM CASUALTY COMPANY, a body corporate of the State of New York, duly authorized by its charter to become sole surety on bonds, are held and firmly bound unto the STATE OF MARYLAND, in the full and just sum of **FOURTEEN THOUSAND AND NO/100** ----- Dollars (\$ 14,000.00 --), to be paid to the said State or its certain Attorney, to which payment well and truly to be made, we bind ourselves and each of us, our and each of our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

Sealed with our seals and dated this 1st day of November in the year of our Lord one thousand nine hundred and sixty-three.

WHEREAS, the above bounden Harold M. Vick
by virtue of a decree of the Honorable the Judge of the Circuit Court of Anne Arundel County
has been appointed Trustee to sell property #1505 Church Lane, Anne Arundel County,
mentioned in the proceedings in the case of Maryland

First Federal Savings and Loan Association
of Brooklyn

vs.

Charles B. Adams + wife

now pending in said Court;

NOW THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, THAT IF THE ABOVE BOUNDEN Harold M. Vick does and shall well and faithfully perform the trust reposed in him by said decree, or that may be reposed in him by any future decree or order in the premises, then the above obligation to be void; otherwise to be and remain in full force and virtue in law.

Signed, sealed and delivered
in the presence of

Chas B. Adams

Harold M. Vick (SEAL)
Harold M. Vick

(SEAL)

(SEAL)

XXXX: Witness as to Surety:

J. McDuffie
J. McDuffie

FILED

1-307-Md. Trustee-Receiver 580-9-51

1963 NOV -5 AM 10:10

NEW AMSTERDAM CASUALTY COMPANY

By *J. Richard Hauschild*
J. Richard Hauschild
Attorney-in-fact

Bond approved this 5th day of November 1963

Louis N. Phillips, Clerk

ROWE, ROWE & VICK
2 E. Lexington set
Baltimore 2, Maryland

**Trustee's
Sale
OF VALUABLE
LEASEHOLD
PROPERTY**

KNOWN AS 1505 CHURCH
LANE, GLEN BURNIE
MARYLAND

By virtue of a decree of the
Circuit Court for Anne Arundel
County, In Equity, No. 15,903,
the undersigned Trustee will
sell at Public Auction, at the
Court House Door, Annapolis,
Maryland, on

**FRIDAY, NOVEMBER
8, 1963 at 3:30
O'CLOCK P.M.**

all that lot of ground and the
improvement thereon, situate in
Anne Arundel County, and de-
scribed as follows:

BEING known and designated
as Lot No. 8, Block B, as shown
on Plat entitled Re-Subdivision
of Section 2, North Wellham,
which Plat is recorded among
the Land Records of Anne Arun-
del County in Plat Book 30,
Page 61. The improvements
thereon being known as No.
1505 Church Lane. Subject to
payment of an annual ground
rent of \$120.

SUBJECT to an easement 5
feet wide along the easternmost
side and the southernmost side
of said lot for utilities as
shown on the Plat above refer-
red to.

9 No. THE IMPROVEMENTS con-
sist of ranch type frame dwell-
ing consisting of 3 bedrooms
living room, dining area, kitch-
en, 1 bath, and gas heat.

TERMS OF SALE: Cash de-
posit \$1,000.00 at time and
place of sale, balance upon rati-
fication of the sale by the Cir-
cuit Court for Anne Arundel
County, and to bear interest
from day of sale to day of set-
tlement. Taxes and all other
charges to be adjusted to day
of sale. Property transfer tax,
if any, to be borne by purchas-
er. Subject also to such cove-
nants, conditions and restric-
tions of record, if any, as may
affect said lot of ground.

Harold M. Vick,
Trustee

T. C. W. Hobbs,
Auctioneer

N-7

OFFICE OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

CERTIFICATE OF PUBLICATION

Annapolis, Md., November 11, 1963

We hereby certify, that the annexed

Trustee's Sale

1505 Church Lane

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel
County, Maryland, once a week for 4

successive weeks before the 8th

day of November, 1963. The first

insertion being made the 17th day of

October, 1963.

FILED
THE CAPITAL-GAZETTE PRESS, INC.

1963 NOV 12 AM 9:43

By

H. Silghman

BOOK 151 PAGE 270

Sale of leasehold property
#1505 Church & ne
Glen Burnie Co. Md
TO WHOM IT MAY CONCERN:

T. O. W. F. 3BS
AUCTIONEER & CRAISER
3607 FIELDSTONE ROAD
RANDALLSTOWN, MARYLAND

BOOK 151 PAGE 271

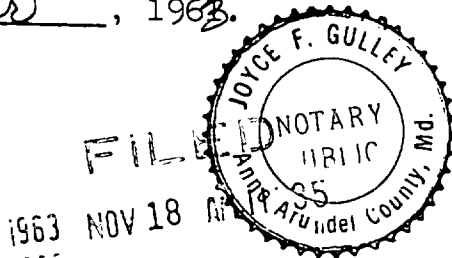
at HAROLD M. VICK Trustee

The undersigned Auctioneer does hereby make oath in due form of law that he has not paid and will not pay directly or indirectly any sum or part of commissions received, to anyone for employing or for aiding to employ him to make this sale.

Sold for \$11,500.00

(Signed) T. W. Hobbs
Nov 8-1963 Auctioneer

Sworn to and subscribed before me, a Notary Public for
ANNE ARUNDEL Co.
the City of Baltimore, State of Maryland, this 15th day of
November, 1963.



Joyce F. Gulley
Joyce F. Gulley Notary Public

Sale of Leasehold
Property #1505 CHURCH LANE
GLEN BURNIE, A.A. Co. MD
Subject to a ground rent of
\$120.00 sold at Annapolis
Court House Nov. 8-1963
For Harold M. Vick Trustee

T. C. HOBBS
AUCTIONEER & APPRAISER
3607 FIELDSTONE ROAD
RANDALLSTOWN, MARYLAND

BOOK 151 PAGE 272

STATE OF MARYLAND, CITY OF BALTIMORE Set:

I HEREBY CERTIFY, that on this 8th day of November
1963, before me, the subscriber, a Notary Public of the State of
Maryland, in and for the City of Baltimore aforesaid, personally
appeared FRED PRIT for FIRST FEDERAL SAVINGS & LOAN
ASSN of PROPTY, purchaser at
the foreclosure sale in this cause, and made oath in due form of law
that he is the purchaser and purchased same as principal and not as
an agent for anyone, and that he has not directly or indirectly
discouraged anyone from bidding for the said Leasehold Property
mentioned in the said Report of Sale. #1505 CHURCH, LANE
Glen Burnie Md

\$11,500.00

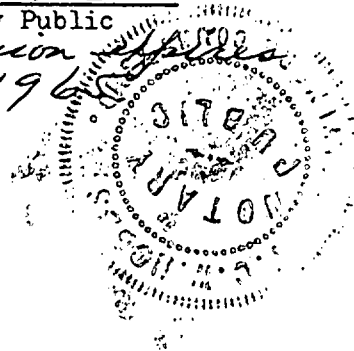
Sold for Harold M. Vick
Purchaser

(SEAL)

T. C. Hobbs
Notary Public

Eleven Thousand and
Five Hundred dollars

My Commission Expires
June 3-1965



FILED

1963 NOV 18 AM 11:35

REPORT OF SALE

BOOK 151 PAGE 273

FIRST FEDERAL SAVINGS & LOAN

IN THE

ASSOCIATION OF BROOKLYN

vs.

CHARLES B. ADAMS and

VIRGIE ADELE ADAMS, his wife

CIRCUIT COURT

FOR

~~OF~~

ANNE ARUNDEL COUNTY

~~IN EQUITY~~

IN EQUITY - 15,903

To The Honorable Judge of the
for Anne Arundel County:
Circuit Court of Baltimore City

The Report of Sale of Harold M. Vick,

Trustee appointed by the decree in the above entitled cause, to make sale of

the leasehold property

in the proceedings in said cause mentioned, respectfully shows, that after giving bond with security for the faithful discharge of his trust as prescribed by said decree, which was duly approved, and having given notice of the time, place, manner and terms of sale, by advertisements inserted in the

MARYLAND GAZETTE

Anne Arundel County

daily newspaper published in ~~Baltimore City~~ for more than

three successive weeks preceding the day of sale, said Trustee

did pursuant to said notice on Friday the 8th day of November, 1963

at 3:30 o'clock P.M. attend ~~at the office of the Clerk of the Circuit Court~~ at the

Court House Door in Annapolis, Anne Arundel County, Maryland and then and there sold unto First Federal Savings and Loan Association of Brooklyn, the property known as 1505 Church Lane, Glen Burnie, Maryland, the purchase price of said property being Eleven Thousand Five Hundred (\$11,500.00) Dollars subject to an annual ground rent of One Hundred Twenty (\$120.00) Dollars, said purchaser being the highest bidder therefor.

Harold M. Vick
Harold M. Vick, Trustee

State of Maryland, City of Baltimore, Set:

I HEREBY CERTIFY, That on this 15th day of November 19 63
before me, the subscriber, a Notary Public of the State of Maryland, in and for ANNE ARUNDEL
County of Baltimore ~~of Baltimore~~ ~~fore said~~, personally appeared the City

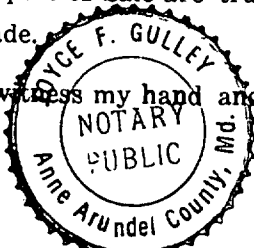
Harold M. Vick,

Trustee, and made Oath that the facts stated in the foregoing Report of Sale are true, as therein set forth, and that the sale thereby reported was fairly made.

FILED

As witness my hand and Notarial Seal,

1963 NOV 18 AM 11:35



Joyce F. Gulley
Notary Public.

ORDER NISI

BOOK 151 PAGE 274

FIRST FEDERAL SAVINGS & LOAN
ASSOCIATION OF BROOKLYN

versus

CHARLES B. ADAMS and
VIRGIE ADELE ADAMS, his wife

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 15,903

Equity

Ordered, this 18th day of November, 1963, That the sale of the property in these proceedings mentioned made and reported by Harold M. Vick, Trustee

BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 23rd. day of December next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 23rd. day of December next.

The report states that the amount of sale was \$ 11,500.00

Louis J. Phipps

Clerk.

True Copy,

Harold M. Vick, Atty.
(Final Order)

FIRST FEDERAL SAVINGS & LOAN
ASSOCIATION OF BROOKLYN

versus

CHARLES B. ADAMS and
VIRGIE ADELE ADAMS, his wife

TEST: Maryland Gazette (for Nov. 21 edition) Clerk.

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

Term, 19

ORDERED BY THE COURT, This 27th day of December, 1963 that the sale made and reported by the Trustee aforesaid, be and the same is hereby finally Ratified and Confirmed no cause to the contrary having been shown, although due notice appears to have been given as required by the Order Nisi, passed in said cause; and the Trustee allowed the usual commissions and such proper expenses as he shall produce vouchers for the Auditor.

FILED

1963 DEC 27 PM 12:04

W. Bruce Smith

JUDGE.

Order Nisi
IN THE CIRCUIT COURT FOR
ANNE ARUNDEL COUNTY
No. 15,903 Equity

FIRST FEDERAL SAVINGS &
LOAN ASSOCIATION OF
BROOKLYN

VERSUS
CHARLES B. ADAMS and
VIRGIE ADELE ADAMS, his
wife

Ordered, this 18th day of No-
vember, 1963. That the sale of
the property in these proceed-
ings mentioned made and re-
ported by Harold M. Vick,
Trustee BE RATIFIED AND
CONFIRMED, unless cause to
the contrary thereof be shown
on or before the 23rd day of De-
cember next: Provided, a copy
of this Order be inserted in
some newspaper published in
Anne Arundel County, once in
each of three successive weeks
before the 23rd day of December
next.

The report states that the
amount of sale was \$11,500.00

LOUIS N. PHIPPS, Clerk.

True Copy, TEST:

LOUIS N. PHIPPS, Clerk

D-12

No. M. G. 24-14

OFFICE OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

BOOK 151 PAGE 275

CERTIFICATE OF PUBLICATION

Annapolis, Md., December 18, 1963

We hereby certify, that the annexed

Order nisi Sale

Eq. 15,903

Charles B. Adams

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel
County, Maryland, once a week for 4

successive weeks before the 23rd

day of December, 1963. The first

insertion being made the 21st day of

November, 1963.

THE CAPITAL-GAZETTE PRESS, INC.

By H. Tilghman

In the Case of

1st FEDERAL SAVINGS & LOAN ASSOCIATION OF
BROOKLYN

VS.

CHARLES B. ADAMS &
VIRGIE ADELE ADAMS, his wife

In the

Circuit Court

For

Anne Arundel County

No. 15,903 Equity

To the Honorable, the Judges of said Court:

The Auditor reports to the Court that he has examined the proceedings in the above entitled cause, and from them he has stated the within account, and that he has this day given notice of the filing of this account to all parties and persons who have filed a claim to the proceeds of sale herein, in accordance with General Equity Rule #595.

All of which is respectfully submitted.

Charles B. Adams
Auditor.

FINAL ORDER

ORDERED BY THE COURT, this 4th day of February, 1964, that the foregoing Report and Account of the Auditor be and the same is hereby finally ratified and confirmed, no cause to the contrary having been shown, and that the Trustee apply the proceeds accordingly with a due proportion of interest as the same has been or may be received.

Louis N. Phipps
Clerk
Per: *Alvin Jankowski*, deputy

FILED

1964 FEB -4 PM 1:53

16.

Dr. Mortgaged Real Estate of Charles B. Adams &
Virgie Adele Adams, his wife

BOOK 151 PAGE 277

In Acct. with Harold M. Vick, Trustee

Cr.

By	Amount of Sale, as per Trustee's Report of Sale fd			11,500	00		
By	Interest, 6%, on purchase money from 11/8/63 to 1/2/64			105	50		
By	Adjustment, taxes, 11/8/63 to 12/31/63			27	88		
						11,633	38
To	Trustee, for fee, viz:	100	00				
To	Trustee, for commission, viz:	465	00				
				565	00		
To	Trustee, for court costs, viz:						
	Plaintiff's solicitor appearance fee	10	00				
	Clerk, court costs	28	00				
	Auditor, this account	22	50				
				60	50		
To	Trustee, for expenses, viz:						
	Capital-Gazette Press, Inc., Adv. & Nisi - Sale	86	76				
	Sunpapers - Adv. - sale	9	90				
	New Amsterdam Casualty Co. - bond	56	00				
	T.C.W. Hobbs, Auctioneers fee	50	00				
	Notary fees	2	00				
	Adjustment, water, 11/8/63 to 12/31/63	23	00				
	$\frac{1}{2}$ Federal & State Stamps	24	15				
				251	81		
To	1st Federal Savings & Loan Association of Balto.,						
	Mortgagee, on account of Mortgage claim	10,756	07				
				10,756	07		
						11,633	38
	Balance due on Mortgage, as per claim filed	13,416	30				
	Interest, 6%, on principal balance, \$13,215.39,						
	from 11/1/63 to 1/24/64	189	26				
		13,605	56				
	Credit amount allowed above	10,756	07				
	This amount subject to decree in personam	2,849	49				

PETITION FOR FORECLOSURE

BOOK 151 PAGE 278

FIRST FEDERAL SAVINGS AND LOAN
ASSOCIATION OF BROOKLYN
VS.

JOHN EDWARD WISE and
MARIE H. WISE, his wife

IN THE
CIRCUIT COURT

OF

~~BALTIMORE CITY~~
Anne Arundel County
(In Equity) No. 15,932

To The Honorable, the Judge of said Court:

The petition of the plaintiff respectfully represents

That on the ...2nd..... day of October/1961 A. D. the defendant executed and delivered to First Federal Savings and Loan Association of Brooklyn..... a mortgage upon certain leasehold property in the City of Baltimore, therein described, to secure the payment of the mortgage debt of \$ 12,990.00..... and interest as therein mentioned, wherein said mortgagors assented to the passage of a decree for the sale of said mortgaged property, to take place at any time after any default in any covenant or condition of said mortgage; all which will appear from said mortgage, marked "Petitioner's Exhibit No. 1," and filed herewith as part of this petition.

That default has occurred in the performance of this mortgage and in payment of the debt now due the Plaintiff and secured by the aforesaid mortgage

And your petitioner prays that a decree may be passed for the sale of said property in accordance with the terms of said mortgage.

And as in duty, &c.

Harold M. Vick
Harold M. Vick
2 E. Lexington Street
Baltimore 2, Maryland
PL 2-6897
Attorney for Plaintiff

FILED

1963 OCT 18 AM 9:44

This Mortgage, made this - - - 2nd - - - day of ~~September~~ October

in the year one thousand nine hundred and **sixty-one**, between

JOHN EDWARD WISE and MARIE H. WISE, his wife, of

Anne Arundel County, in the State of Maryland, Mortgagor, and

FIRST FEDERAL SAVINGS AND LOAN ASSOCIATION OF BROOKLYN, a body corporate, duly incorporated, Mortgagee.

WHEREAS, the said Mortgagee has this day loaned to said

JOHN EDWARD WISE and MARIE H. WISE, his wife

the sum of **Twelve Thousand Nine Hundred Ninety - - - - (12,990.00) - - - - -** dollars,

being the balance of the purchase money for the property herein described, which said sum the said Mortgagor agrees to repay in installments with interest thereon from the date hereof, at the rate of **6%** per cent per annum, in the manner following:

By the payment of **Seventy-eight - - - - - (78.00) - - - - -** dollars on or before the first day of each and every month from the date hereof, until the whole of said principal sum and interest shall be fully paid, interest to be computed by the calendar month; and the said installment payments may be applied by the Mortgagee in the following order:

FIRST: To the payment of interest at the rate aforesaid.

SECOND: Towards the payment of the aforesaid principal sum.

AND WHEREAS this Mortgage shall also secure future advances as provided by Chapter 178 of the Laws of Maryland passed at the January session in the year 1955 or any supplement thereto.

This loan may be prepaid, in whole or in part, and when the amount prepaid in any one year exceeds twenty per cent of the original principal amount of the loan, Six (6) months' interest on the amount prepaid in excess of said twenty per cent will be charged as a consideration for the acceptance of such prepayment.

The due execution of this Mortgage having been a condition precedent to the granting of said advance.

NOW THEREFORE, this Mortgage witnesseth, that in consideration of the premises and of one dollar, the said Mortgagor doth grant, convey and assign unto said Mortgagee, its successors and assigns, all that land and premises situate and lying in **Anne Arundel County**, State of Maryland, and described as follows:

BEING known and designated as Lot 10, Block A, as shown on Plat of Section 1, North Wellham, recorded among the Land Records of Anne Arundel County in Plat Book 30, folio 25. The improvements thereon being known as No. 1414 Tieman Drive.

BEING the same lot of ground and premises which by Deed of even date herewith and recorded or intended to be recorded among the Land Records of Anne Arundel County immediately prior hereto was granted and conveyed by First Federal Savings and Loan Association of Brooklyn to the within named Mortgagors.

SUBJECT to an easement 5 feet wide along the northerly side of said lot for utilities as shown on the Plat above referred to.

"Petitioner's Exhibit No. 1"

FILED

1963 OCT 18 AM 9:44

Together with the improvements thereon and the rights or appurtenances thereto belonging or in anywise appertaining, including all plumbing, heating, gas and electrical fixtures.

TO HAVE AND TO HOLD the said lot of ground and premises unto the said Mortgagee, its successors and assigns, ~~in fee simple forever~~ during the residue of the term of years yet to come and unexpired therein, with the right and benefit of renewal of said term forever, subject to the payment of the yearly rent of **One Hundred Twenty (120.00) Dollars payable half-yearly on the 10th days of January and July in each and every year.**

If, however, the said Mortgagor shall make the payments and perform the covenants herein contained, then this Mortgage shall be void.

And the said Mortgagor covenants with the said Mortgagee as follows:

I. To repay the indebtedness, together with interest, as herein provided.

II. To keep the buildings on the premises insured against loss by fire and other hazards, as may be required by the Mortgagee, for the benefit of the Mortgagee in such insurance companies as are acceptable to the Mortgagee, to the extent of its lien thereon, and to deliver the policy to the Mortgagee. If any loss within the provisions of said policy takes place, such insurance companies are hereby directed to pay the amount of such loss to the Mortgagee only; the Mortgagor hereby waiving all right to the possession of said payment until the Mortgagee's claim under this Mortgage has been fully paid and satisfied.

III. Not to remove or demolish any buildings now on the premises and to keep the improvements in as good order and repair as at the present time, and upon the failure of the Mortgagor to keep the buildings on said property in good condition and repair, the Mortgagee may demand the immediate repair of said buildings, or an increase in the amount of security, or the immediate repayment of the debt hereby secured; and the failure of the Mortgagor to comply with said demand of the Mortgagee for a period of thirty days shall constitute a breach of this Mortgage, and, at the option of the Mortgagee, immediately mature the entire principal and interest hereby secured, and the Mortgagee, may, without notice, institute proceedings to foreclose this Mortgage, and apply for the appointment of a Receiver, as herein provided.

IV. To pay all ground rent (if any), taxes, water rent, insurance, public dues and assessments of every kind whatsoever, for which the property hereby mortgaged may become liable when payable, and, for the purpose of establishing a fund to assure said payments, the Mortgagor shall pay to the Mortgagee, on the first day of each month, one-twelfth of the yearly aggregate of such items. In the event the Mortgagor fails to make the said payments, or establish the said fund, the Mortgagee is hereby authorized to pay said expenses, and the amount so paid shall then be added to the principal debt named herein and bear interest at the rate hereinbefore recited, from the date of said payment, and said Mortgagee shall have a lien hereunder on said premises for the amount so paid, together with said interest thereon. Failure to establish the fund for the payment of the expenses above referred to shall constitute a default of this Mortgage, for which foreclosure may be filed.

V. That the holder of the mortgage in any action to foreclose it, shall be entitled (without regard to the adequacy of any security for the debt) to the appointment of a Receiver to collect the rents and profits of said premises and account therefor as the Court may direct.

VI. That should the title to the herein mortgaged property be acquired by any person or corporation, other than the Mortgagor, by voluntary or involuntary grant or assignment, by descent, inheritance, operation of law or in any other manner without the Mortgagee's written consent, then the whole of said principal sum shall become due and owing as herein provided.

VII. To pay a "late charge" not to exceed Four per centum (4%) of any installment which is not paid within fifteen (15) days of the due date thereof, to cover the extra expense involved in handling delinquent payments.

VIII. That the whole of said principal sum shall become due after default in the payment of any monthly installment, as herein provided, for Thirty (30) days or after default in the performance of any of the foregoing covenants, for Thirty (30) days.

IX. That, as soon as this Mortgage becomes in default and is placed in the hands of an attorney for collection, there shall become due by the Mortgagor, who hereby agrees to pay to the said attorney, a fee of Thirty-Five dollars for his services in and about the collection of the said Mortgage debt, even though the debt hereby secured is fully paid upon the demand of said attorney and before the property herein described is advertised for sale under the decree or power of sale herein authorized.

AND the said Mortgagor hereby assents to the passage of a decree for the sale of the property hereby mortgaged, (the sale to take place after a default in any of the covenants or conditions of this Mortgage as herein provided), and the said Mortgagor hereby also authorizes the said Mortgagee, its successors or assigns, or JOHN B. ROWE, its duly authorized Attorney or Agent, after any default in the terms of this Mortgage, to sell the hereby mortgaged property, and any such sale, whether under the above assent to a decree or under the above power of sale, shall be under the provisions of Article LXVI of the Public General Laws of Maryland, or under any other General or Local Law of the State of Maryland relating to mortgages, or any supplement, amendment, or addition thereto. And upon any sale of said property, whether under the above assent to a decree or under the above power of sale, the proceeds shall be applied as follows: (1) to the payment of all expenses incident to such sale, including a fee of \$100.00 Dollars and a commission to the party making the sale of said property equal to the commission allowed Trustees for making sale of property by virtue of a decree of a Court having equity jurisdiction in the State of Maryland; (2) to the payment of all claims of the said Mortgagee, its successors or assigns, under this Mortgage whether the same shall have matured or not; (3) the surplus (if any there be), to the said Mortgagor, his, her or their heirs, personal representatives or assigns, or to whomever may be entitled to the same.

AND the said Mortgagor doth hereby covenant and agree that immediately upon the first insertion of the advertisement or notice of sale as aforesaid under a decree for said sale or under the powers hereby granted, there shall be and become due by said Mortgagor to the party inserting said advertisement or notice, all expenses incident to said advertisement or notice, all court costs, attorney's fee and all expenses incident to the foreclosure proceedings under this Mortgage and a commission on the total amount of the mortgage indebtedness, principal and interest equal to one-half of the percentage allowed as commission to trustees making sale under orders or decrees of the Circuit Court for the City or County in which the mortgaged property is situated, which said expenses, costs and commission the said Mortgagor, for himself, herself, or themselves and their heirs, personal representatives and assigns doth hereby covenant and agree to pay; and the said Mortgagee, or said JOHN B. ROWE, its said Attorney shall not be required to receive the principal and interest only, of said mortgage debt in satisfaction thereof, unless the same be accompanied by a tender of the said expenses, costs, and commission, but said sale may be proceeded with unless, prior to the day appointed therefor legal tender be made of said principal, interest, costs, attorney's fee, expenses and commission.

AND the said Mortgagor hereby covenants that the property herein described is unencumbered, except as may be herein set forth, that said Mortgagor will warrant specially the said property and will execute such further assurances thereof as may be requisite.

The covenants herein contained shall bind, and the benefits and advantages herein recited shall inure to, the respective heirs, executors, administrators, successors and assigns of the parties hereto.

WHENEVER used, the singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders; whenever there shall be two or more Mortgagors hereunder all obligations of said Mortgagors shall be joint and several.

Witness the hand and seal of the said Mortgagor.

WITNESS:

Barbara G. Yeager
Barbara G. Yeager

John Edward Wise (SEAL)
John Edward Wise

Marie H. Wise (SEAL)
Marie H. Wise

(SEAL)

(SEAL)

STATE OF MARYLAND, CITY OF BALTIMORE, To Wit:

BOOK 1513 PAGE 6

I HEREBY CERTIFY that on this - - 2nd - - day of September *Baltimore County*, 19 61, before me, the subscriber, a Notary Public, of the State of Maryland, in and for the City aforesaid, personally appeared

JOHN EDWARD WISE and MARIE H. WISE, his wife,

and acknowledged the foregoing Mortgage to be their

act. At the same time also appeared JOHN B. ROWE, Attorney and Agent of the within named corporation, Mortgagee, and made oath in due form of law that the consideration set forth in the foregoing Mortgage is true and bona fide as therein set forth and further made oath that he is the duly appointed Agent of said body corporate and is authorized to make this affidavit.

As WITNESS my hand and Notarial Seal.

Barbara G. Yeager
Barbara G. Yeager, Notary Public

Rec'd for record *Oct. 4, 1961 at 10:43 AM.*

Mailed to *Rowe, Rowe & Dick*

STATEMENT OF MORTGAGE CLAIM

FIRST FEDERAL SAVINGS AND LOAN

ASSOCIATION OF BROOKLYN

vs.

JOHN EDWARD WISE and

MARIE H. WISE, his wife

BOOK 151 PAGE 282
IN THE

CIRCUIT COURT

— OF —

~~BALTIMORE COUNTY~~
ANNE ARUNDEL COUNTY

(In Equity) 70.15,932

STATEMENT OF MORTGAGE DEBT

Property - 1414 Tieman Drive

Original amount of loan	\$12,990.00
Less payment to principal	<u>138.94</u>
	\$12,851.06
Interest to 10 - 31 - 63	<u>178.21</u>
	\$13,029.27
Less Balance in Escrow Account	<u>.01</u>
	\$13,029.26

Handwritten calculations and notes:

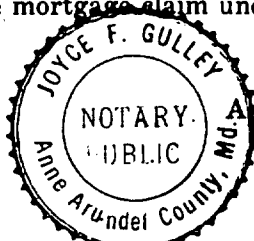
- 12 851.06
- 2.17
- 64.25
- 63 64.25
- 2.17
- 2.17
- 171.2
- 128.94
- 59.90
- 67.11
- 24.11

STATE OF MARYLAND, CITY OF BALTIMORE, Sect.

I HEREBY CERTIFY, That on this 17th day of October in the year nineteen hundred and sixty-three, before me, a Notary Public of the ANNE ARUNDEL COUNTY State of Maryland, in and for said City of Baltimore, personally appeared

George G. Freyman, Executive Vice President of First Federal Savings and Loan Association of Brooklyn

the plaintiff in the above entitled cause, and made oath that the foregoing is a true statement of the amount of the mortgage claim under the mortgage filed in the said cause now remaining due and unpaid.



As witness my hand and Notarial Seal,

Joyce F. Gulley
Notary Public.

1963 OCT 18 AM 9:44

FILED

Military Affidavit under Soldiers' and Sailors' Civil Relief Act
of 1940 and Amendment thereto of October 6, 1942

BOOK 151 PAGE 283

FIRST FEDERAL SAVINGS AND

LOAN ASSOC. OF BROOKLYN

vs.

JOHN E. WISE and

MARIE H. WISE, his wife

IN THE
CIRCUIT COURT

OF

~~BALTIMORE CITY~~
Anne Arundel County
(IN EQUITY) No. 15,932

Docket Folio

Military Affidavit

STATE OF MARYLAND, CITY OF BALTIMORE, To Wit:

I HEREBY CERTIFY that, before me, the subscriber, a Notary Public of said State, in
and for said City, personally appeared George G. Freyman, Vice-President of
First Federal Savings and Loan Association of Brooklyn

and made oath in due form of law that he ~~knows~~ knows the defendant herein, and that to
the best of his ~~own~~ information, knowledge and belief

s are not
(1) said defendant ~~is not~~ in the military service of the United States,

s are not
(2) said defendant ~~is not~~ in the military service of any nation allied with the United
States,

s have not
(3) said defendant ~~has not~~ been ordered to report for induction under the Selective
Training and Service Act of 1940 as amended,

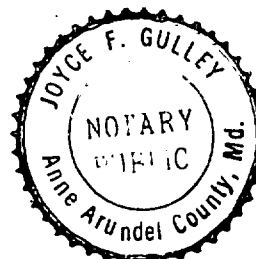
s are not s
(4) said defendant ~~is not~~ a member of the Enlisted Reserve Corps who has been or-
dered to report for military service.

George G. Freyman Affiant.

Subscribed and sworn to before me
this 17th day of October, 1963.

Vice-President, First Federal
Savings & Loan Association of
Brooklyn

Joyce F. Gulley
Notary Public



FILED

1963 OCT 18 AM 9:44

Equity
No. 15,932

DECREE FOR SALE OF MORTGAGE PREMISES

FIRST FEDERAL SAVINGS & LOAN
ASSOCIATION OF BROOKLYN
vs.
JOHN EDWARD WISE and
MARIE H. WISE, his wife

IN THE
CIRCUIT COURT

—OF—

~~BALTIMORE CITY~~
ANNE ARUNDEL COUNTY
(IN EQUITY)

TERM, 19.....

The Petition and Exhibit in the above cause having been submitted, the proceedings there-
in were by the Court read and considered:

It, is, Thereupon, This 22nd day of October in the year 1963 for Anne Arundel
nineteen hundred and sixty-three, by the Circuit Court of ~~Baltimore City~~ Co.
ADJUDGED, ORDERED and DECREED, that the Mortgaged property in the proceedings
mentioned be sold, at or after any one of the periods limited in the mortgage filed for the for-
feiture of said mortgage; that Harold M. Vick
be and he is hereby appointed Trustee to make said sale, and
that the course and manner of h is proceedings shall be as follows: he
shall first file with the Clerk of this Court, a Bond to the State of Maryland, executed by
himself and a surety or sureties to be approved by this Court, or by the
Clerk thereof, in the penalty of thirteen thousand five hundred Dollars, conditioned
for the faithful performance of the trust reposed in him by this decree, or to be
reposed in him by any future Decree or Order in the premises: he shall
then proceed to make the said sale, having given at least three weeks' notice by advertise-
ment, inserted in such daily newspaper or newspapers published in Anne Arundel County
he shall think proper, of the time, place, manner and terms of sale, which
shall be ~~made and conducted by the Trustee or his assigns for all cash as the purchaser~~
~~may select; the credit to be given to the purchaser shall be at the discretion of the Trustee~~
~~the order of sale of the property shall be subject to the satisfaction of the said~~
~~Trustee; and as soon as may be convenient after any such sale or sales, the said Trustee shall~~
return to this Court a full and particular account of his
proceedings relative to the sale; with an affidavit annexed of the truth thereof, and of the fair-
ness of said sale; and on obtaining the Court's ratification of the sale, and on payment of the
whole purchase money (and not before), the said Trustee shall by a good and sufficient deed,
to be executed, acknowledged and recorded, according to law, convey to the purchaser or pur-
chasers, his, her or their personal representatives and assigns, the property
and estate to him, her or them sold, free, clear and discharged from all claim of the parties
hereto, Petitioner and Mortgagor and those claiming by, from or under them, or either of them.
And the said Trustee shall bring into this Court the money arising from said sale, to be dis-
tributed under the direction of this Court, after deducting the cost of this suit, and such com-
mission to the said Trustee as this Court shall think proper to allow in consideration of the
skill, attention and fidelity wherewith he shall appear to have discharged
h is trust; provided, that before the sale herein before decreed shall be made, a state-
ment of the mortgage claim, duly verified by affidavit, as required by law, be filed in said cause.

George Lachse
Judge

FILED

1963 OCT 22 AM 11:45

7

L

BOOK 12 PAGE 232
New Amsterdam
Casualty Company

BOOK 151 PAGE 285

227 ST. PAUL STREET
BALTIMORE, MD.

A STOCK COMPANY

60 JOHN STREET
NEW YORK

BOND NO. 0466- 0160-2266-63

No. 15,932 Equity

Know All Men By These Presents:

THAT WE, Harold M. Vick - 2 E. Lexington Street -
Baltimore 2, Maryland

and NEW AMSTERDAM CASUALTY COMPANY, a body corporate of the State of New York, duly authorized by its charter to become sole surety on bonds, are held and firmly bound unto the STATE OF MARYLAND, in the full and just sum of THIRTEEN THOUSAND, FIVE HUNDRED AND NO/100 Dollars (\$ 13,500.00), to be paid to the said State or its certain Attorney, to which payment well and truly to be made, we bind ourselves and each of us, our and each of our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

Sealed with our seals and dated this 15th day of November in the year of our Lord one thousand nine hundred and Sixty-three.

WHEREAS, the above bounden Harold M. Vick
by virtue of a decree of the Honorable the Judge of the Circuit Court of Anne Arundel County, Maryland
has been appointed trustee to sell property #1414 Tilman Drive, Glen Burnie, Maryland
mentioned in the proceedings in the case of
First Federal Savings and Loan Association
of Brooklyn

vs.

John E. Wise and Marie H. Wise, his wife

now pending in said Court;

NOW THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, THAT IF THE ABOVE BOUNDEN Harold M. Vick do^{es} and shall well and faithfully perform the trust reposed in him by said decree, or that may be reposed in him by any future decree or order in the premises, then the above obligation to be void; otherwise to be and remain in full force and virtue in law.

Signed, sealed and delivered
in the presence of

John B. Lowe

Harold M. Vick
Harold M. Vick (SEAL)

_____ (SEAL)

026 NOV 19 1963

NEW AMSTERDAM CASUALTY COMPANY

~~XXXXX~~
Witness as to Surety:
J. McDuffie
J. McDuffie

By *J. Richard Hauschild*
J. Richard Hauschild,
Attorney-in-fact

Bond approved this 19th day of November, 1963
James M. Phillips, Clerk

Leasehold Property BOOK 151 PAGE 287
#1414 Lismar Drive
Glen Burnie A.D. Co. Inc.

TO WHOM IT MAY CONCERN:

Sold for of Harold M. Kieck
Trustee

T. C. W. HOBBS
AUCTIONEER & APPRAISER
3607 FIELDSTONE ROAD
RANDALLSTOWN, MARYLAND

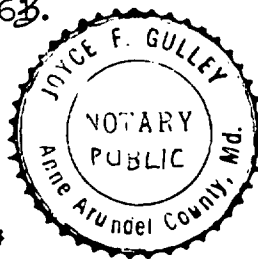
The undersigned Auctioneer does hereby make oath in due form of law that he has not paid and will not pay directly or indirectly any sum or part of commissions received, to anyone for employing or for aiding to employ him to make this sale..

Sold for \$12,500.00

(Signed) *T. C. W. Hobbs*
Nov. 22 - 1963 Auctioneer

Sworn to and subscribed before me, a Notary Public for the City of Baltimore, State of Maryland, this 22nd day of November, 1963.

FILED
1963 NOV 29 AM 11:34



Joyce F. Gulley
JOYCE F. GULLEY Notary Public

Trustee's Sale —
Leasehold property
#1414 TIEMAN DRIVE
GLEN BURNIE, A.A. CO. MD
Subject to a ground rent of 120.⁰⁰
Sold for $\frac{1}{2}$ Harold M. Vick —
Trustee

BOOK 151 PAGE 288

T. C. W. HORBS
AUCTIONEER & APPRAISER
3807 FIELDSTONE ROAD
RANDALLSTOWN, MARYLAND

STATE OF MARYLAND, CITY OF BALTIMORE Sct:

I HEREBY CERTIFY, that on this 22nd day of NOVEMBER

1963, before me, the subscriber, a Notary Public of the State of

Maryland, in and for the City of Baltimore aforesaid, personally

appeared *Harold M. Vick*, purchaser at

the foreclosure sale in this cause, and made oath in due form of law

that he is the purchaser and purchased same as principal and not as

an agent for anyone, and that he has not directly or indirectly

discouraged anyone from bidding for the said #1414 Tieman Drive

Glen Burnie A.A. Co. Md

mentioned in the said Report of Sale.

Harold M. Vick
Purchaser

(SEAL)

T. C. W. Horbs
Notary Public

Sold for the sum
\$ 12,500.00

My commission expires
June 3rd 1965

FILED

1963 NOV 29 AM 11:34

REPORT OF SALE

BOOK 151 PAGE 289

FIRST FEDERAL SAVINGS & LOAN

IN THE

ASSOCIATION OF BROOKLYN

CIRCUIT COURT

vs.

JOHN E. WISE and

FOR
~~XXXXXX~~

ANNE ARUNDEL COUNTY

~~XXXXXXXXXX~~

Equity No. 15,932

MARIE H. WISE, his wife

To The Honorable Judge of the

Circuit Court of Baltimore City

The Report of Sale of

Harold M. Vick

Trustee

appointed by the decree in the above entitled cause, to make sale of

the leasehold property

in the proceedings in said cause mentioned, respectfully shows, that after giving bond with security for the faithful discharge of his trust as prescribed by said decree, which was duly approved, and having given notice of the time, place, manner and terms of sale, by advertisements inserted in the

MARYLAND GAZETTE

Anne Arundel County

~~daily~~ newspaper published in ~~Baltimore City~~

three successive weeks preceding the day of sale, said Trustee

did pursuant to said notice on Friday the 22nd day of November 1963

at 12:30 o'clock P. M. attend ~~at the Court House Door in Annapolis, Anne Arundel County, Maryland and~~

then and there sold unto First Federal Savings and Loan Association of Brookly, the property known as 1414 Tieman Drive, Glen Burnie, Maryland, the purchase price of said property being Twelve Thousand Five Hundred (\$12,500.00) Dollars subject to an annual ground rent of One Hundred Twenty (\$120.00) Dollars, said purchaser being the highest bidder therefor.

Harold M. Vick
Harold M. Vick, Trustee

State of Maryland, City of Baltimore, Sct:

I HEREBY CERTIFY, That on this day of November 1963 before me, the subscriber, a Notary Public of the State of Maryland, in and for Anne Arundel County, personally appeared ~~Harold M. Vick~~

Harold M. Vick,

Trustee, and made Oath that the

facts stated in the foregoing Report of Sale are true, as therein set forth, and that the sale thereby reported was fairly made.



Joyce F. Gulley
Joyce F. Gulley Notary Public.

503 NOV 29 PM 11:34
FILED

ORDER NISI

BOOK 151 PAGE 290

FIRST FEDERAL SAVINGS & LOAN

ASSOCIATION OF BROOKLYN

versus

JOHN E. WISE and

MARIE H. WISE, his wife

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 15,932 Equity

Ordered, this 29th day of November, 19 63, That the sale of the property in these proceedings mentioned made and reported by Harold M. Vick, Trustee

BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 6th day of January next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 6th day of January next.

The report states that the amount of sale was \$ 12,500.00.

Louis N. Phipps Clerk.

True Copy,

Harold M. Vick, Atty.

TEST: Clerk.
For the Maryland Gazette (Dec. 5th Edition)

(Final Order)

FIRST FEDERAL SAVINGS & LOAN

ASSOCIATION OF BROOKLYN

versus

JOHN E. WISE and

MARIE H. WISE, his wife

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

Term, 19

ORDERED BY THE COURT, This 13th day of January, 19 64 that the sale made and reported by the Trustee aforesaid, be and the same is hereby finally Ratified and Confirmed no cause to the contrary having been shown, although due notice appears to have been given as required by the Order Nisi, passed in said cause; and the Trustee allowed the usual commissions and such proper expenses as he shall produce vouchers for the Auditor.

FILED

1964 JAN 13 PM 12:49

O. Brown Duffett
JUDGE.

Order Nisi
 IN THE CIRCUIT COURT FOR
 ANNE ARUNDEL COUNTY
 NO. 15,932 EQUITY
 First Federal Savings & Loan
 Association of Brooklyn
 Versus
 JOHN E. WISE and
 MARIE H. WISE, his wife
 Ordered, this 29th day of November, 1963, That the sale of the property in these proceedings mentioned made and reported by Harold M. Vick, Trustee, BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 6th day of January next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 6th day of January next.
 The report states that the amount of sale was \$12,500.00.
 LOUIS N. PHIPPS
 Clerk
 True Copy, TEST:
 LOUIS N. PHIPPS
 Clerk

503
 DEC 27 PM 4:30

14

No. M. C. 1913

OFFICE F
Maryland Gazette
 Published by
 THE CAPITAL-GAZETTE PRESS, INC.
 HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

BOOK 151 PAGE 291

CERTIFICATE OF PUBLICATION

Annapolis, Md., December 27, 1963

We hereby certify, that the annexed

Order Nisi Sale
Eq. 15,932
John E. Wise

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel

County, Maryland, once a week for 4

successive weeks before the 6th

day of January, 1964. The first

insertion being made the 5th day of

December, 1963.

THE CAPITAL-GAZETTE PRESS, INC.

By H. Tilghman

In the Case of

1st FEDERAL SAVINGS & LOAN ASSOCIATION OF BROOKLYN

VS.

JOHN EDWARD WISE and

MARIE H. WISE, his wife

In the

Circuit Court

For

Anne Arundel County

No. 15,932

Equity

To the Honorable, the Judges of said Court:

The Auditor reports to the Court that he has examined the proceedings in the above entitled cause, and from them he has stated the within account, and that he has this day given notice of the filing of this account to all parties and persons who have filed a claim to the proceeds of sale herein, in accordance with General Equity Rule #595.

All of which is respectfully submitted.

1/17

Charles A. Audley
Auditor.

FINAL ORDER

ORDERED BY THE COURT, this 4th day of February, 1964, that the foregoing Report and Account of the Auditor be and the same is hereby finally ratified and confirmed, no cause to the contrary having been shown, and that the Trustee apply the proceeds accordingly with a due proportion of interest as the same has been or may be received.

Louis N. Phipps
Clerk
Per: *A. Jankowski*, deputy

FILED
1964 FEB -4 PM 1:53

14
Dr. Mortgaged Real Estate of John Edward Wise &
Marie H. Wise, his wife

BOOK 151 PAGE 293

In Acct. with Harold M. Vick, Trustee

Cr.

By	Amount of Sale, as per Trustee's Report of Sale fd.			12,500	00		
By	Interest, 6%, on deferred payment, \$11,750.00, from 11/22/63 to 1/6/64			95	78		
By	Adjustment, taxes, 11/22/63 to 12/31/63			24	06		
						12,619	84
To	Trustee, for fee, viz:	100	00				
To	Trustee, for commission, viz:	405	00				
				505	00		
To	Trustee, for court costs, viz:						
	Plaintiff's solicitor appearance fee	10	00				
	Clerk, court costs	28	00				
	Auditor, this account	22	50				
				60	50		
To	Trustee, for expenses, viz:						
	Capital-Gazette Press Inc., adv. & Nisi - Sale	81	52				
	Sunpapers, Adv. - Sale	11	05				
	New Amsterdam Casualty Co. - bond	54	00				
	T.C.W. Hobbs, Auctioneer's fee	50	00				
	Adjustment, ground rent		60				
	$\frac{1}{2}$ Federal & State Revenue stamps	20	62				
	Notary fees	2	00				
				219	79		
To	1st Federal Savings & Loan Assoc. of Brooklyn, Mortgagee, on account of Mortgage Claim	11,834	55				
				11,834	55		
						12,619	84
	Balance due on Mortgage as per Claim filed	13,029	26				
	Interest, 6%, on principal balance, \$12,851.05, from 11/1/63 to 1/28/64	124	17				
		13,153	43				
	Credit amount allowed above	11,834	55				
	This amount subject to decree in personam	1,318	88				


WALTER S. CALWELL,	:	IN THE CIRCUIT COURT
Attorney Named in Mortgage	:	
VS.	:	FOR
	:	ANNE ARUNDEL COUNTY
JOHN WILLIAM PIERCE AND	:	
NORMA L. PIERCE, HIS WIFE	:	IN EQUITY

No. 15,830 Equity

Mr. Clerk:

Please docket the above entitled case and file among the papers the following instrument marked "Plaintiff's Exhibit 'A'" -

1. Original Mortgage from John William Pierce and Norma L. Pierce, his wife to Baltimore Federal Savings and Loan Association, dated August 2nd, 1957 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 1141 folio 37.


Walter S. Calwell,
Attorney Named in Mortgage

Baltimore Federal Building
Baltimore, Maryland - 21202

Le 9-6841

FILED

1963 AUG 28 PM 2:57

MORTGAGE

No. 15, 830 Equity

THIS MORTGAGE, made this 2dn day of August, A. D. 1957, by
and between JOHN WILLIAM PIERCE AND NORMA L. PIERCE, his wife

of Anne Arundel County, in the State of Maryland, hereinafter
called the Mortgagor, and BALTIMORE FEDERAL SAVINGS AND LOAN ASSOCIATION

a corporation organized and existing under the laws of the United States of America
hereinafter called the Mortgagee.

WHEREAS, the Mortgagor, being a member of the Mortgagee,* is justly indebted to the Mortgagee for a loan
contemporaneous herewith, evidenced by a promissory note of even date herewith, in the principal sum of
TWELVE THOUSAND NINE HUNDRED SIXTY AND 00/100ths Dollars (\$ 12,960.00),
being part of the purchase money for the property hereinafter described, with interest from date at the rate of
four & one-half per centum ($4\frac{1}{2}$ %) per annum until paid, principal and interest being
payable at the office of BALTIMORE FEDERAL SAVINGS AND LOAN ASSOCIATION, in
Baltimore, Maryland, or at such other place as the holder hereof may
designate in writing delivered or mailed to the Mortgagor, in monthly installments of
SIXTY-FIVE AND 67/100ths Dollars (\$ 65.67), commencing on the first day of
October, 1957, and continuing on the first day of each month thereafter until the principal
and interest are fully paid, except that the final payment of principal and interest, if not sooner paid, shall be
due and payable on the first day of August 1, 1987, ~~XX~~. Privilege is reserved to prepay
at any time, without premium or fee, the entire indebtedness or any part thereof not less than the amount of
one installment, or one hundred dollars (\$100), whichever is less.

AND WHEREAS, this Mortgage shall also secure future advances so far as legally permissible at the date
hereof.

AND WHEREAS, it was a condition precedent to the making of the aforesaid loan that the repayment
thereof, with interest, should be secured by the execution of these presents.

Now, THEREFORE, THIS MORTGAGE WITNESSETH, That in consideration of the premises and the sum of
One Dollar (\$1) this day paid, the receipt whereof is hereby acknowledged, the Mortgagor does hereby grant,
convey, and assign unto the Mortgagee, its successors and assigns, all the following described property in
Anne Arundel County, in the State of Maryland, to wit:

BEING known and designated as Lot No. 3 in Block S, as shown on a Plat entitled "Plat
2 Kings Heights" by Edward Hall, III, and Associates, Registered Land Surveyors, dated
June, 1954, and recorded among the Plat Records of Anne Arundel County in Plat Book 26,
folio 19. The improvements thereon being known as No. 112 Prince Charles Avenue.

BEING the same lot of ground which by Deed dated of even date herewith and recorded among
the Land Records of Anne Arundel County or intended to be recorded immediately prior
hereto was granted and conveyed by Queen Anne Realty Corporation unto the within named
Mortgagors.

FILED

Carport	\$400.00
Comb Storm Door	30.00
GE Auto. Washer	135.00
GE Clothier Dryer	125.00
GE 16 C. F. Refrig.	200.00
Samco Gas Range 36"	100.00

PROVIDED, That this conveyance shall be null and void upon the performance of all conditions and stipulations mentioned herein and upon the full payment of the principal debt secured hereby, and the interest thereon, and all moneys advanced or expended, and all other proper costs, charges, commissions and expenses as herein provided. When this mortgage shall have been fully paid off in accordance with its terms and tenor, it will be duly released by the Mortgagee at the request and expense of the Mortgagor, but in the event of default in the payment of any installment of principal or interest as above provided (it being agreed that the default shall exist only if not made good prior to the due date of the next such installment), or if there be a default in any of the conditions, stipulations or covenants of this mortgage, then the Mortgagee may exercise the option of treating the remainder of the mortgage debt hereby secured due and payable. Failure to exercise this option shall not constitute a waiver of the right to exercise it in the event of any subsequent default.

The Mortgagor, in order more fully to protect the security of this mortgage, covenants and agrees as follows:

1. Together with, and in addition to, the monthly payments of principal and interest payable under the terms of the mortgage note hereby secured, the Mortgagor will pay to the Mortgagee, on the first day of each month until the said note is fully paid the following sums:

- (a) A sum equal to the ground rents, if any, next due, plus the premiums that will next become due and payable on policies of fire and other hazard insurance covering the mortgaged property, plus taxes and assessments next due on the mortgaged property (all as estimated by the Mortgagee, and of which the Mortgagor is notified) less all sums already paid therefor divided by the number of months to elapse before one month prior to the date when such ground rents, premiums, taxes and assessments will become delinquent, such sums to be held by Mortgagee in trust to pay said ground rents, premiums, taxes and special assessments.
- (b) The aggregate of the amounts payable pursuant to subparagraph (a) and those payable on the note secured hereby, shall be paid in a single payment each month, to be applied to the following items in the order stated:
 - (I) ground rents, if any, taxes, special assessments, fire and other hazard-insurance premiums;
 - (II) interest on the indebtedness secured hereby; and
 - (III) amortization of the principal of said indebtedness.

Any deficiency in the amount of such aggregate monthly payment shall, unless made good by the Mortgagor prior to the due date of the next such payment, constitute an event of default under this Mortgage. At Mortgagee's option, Mortgagor will pay a "late charge" not exceeding four per centum (4%) of any installment when paid more than fifteen (15) days after the due date thereof to cover the extra expense involved in handling delinquent payments, but such "late charge" shall not be payable out of the proceeds of any sale made to satisfy the indebtedness secured hereby, unless such proceeds are sufficient to discharge the entire indebtedness and all proper costs and expenses secured thereby.

2. If the total of the payments made by the Mortgagor under (a) of paragraph 1 preceding shall exceed the amount of the payments actually made by the Mortgagee for ground rents, taxes, assessments, or insurance premiums, as the case may be, such excess shall be credited on subsequent payments to be made by the Mortgagor for such items. If, however, such monthly payments shall not be sufficient to pay such items when the same shall become due and payable, then the Mortgagor shall pay to the Mortgagee any amount necessary to make up the deficiency. Such payments shall be made within thirty (30) days after written notice from the Mortgagee stating the amount of the deficiency, which notice may be given by mail. If at any time the Mortgagor shall tender to the Mortgagee, in accordance with the provisions of the note secured hereby, full payment for the entire indebtedness, the Mortgagee shall, in computing the amount of such indebtedness, credit to the account of the Mortgagor any credit balance remaining under the provisions of (a) of paragraph 1 hereof. If there shall be a default under any of the provisions of this mortgage resulting in a public sale of the premises covered hereby, or if the Mortgagee acquires the property otherwise after default, the Mortgagee shall apply, at the time of the commencement of such proceedings, or at the time the property is otherwise acquired, the amount then remaining to credit of Mortgagor under (a) of paragraph 1 preceding, as a credit on the interest accrued and unpaid and the balance to the principal then remaining unpaid on the mortgage debt.

3. The lien of this instrument shall remain in full force and effect during any postponement or extension of the time of payment of the indebtedness or any part thereof secured hereby.

4. He will pay all taxes, assessments, water rates and other governmental or municipal charges, fines or impositions, and ground rents for which provision has not been made hereinbefore, and will promptly deliver the official receipts therefor to the Mortgagee. In default of such payment by the Mortgagor, the Mortgagee may pay the same, and any sum or sums so paid by the Mortgagee shall be added to the mortgage debt hereby secured, shall be payable thirty (30) days after demand, shall bear interest at the rate provided for in the principal indebtedness from date of payment and shall be secured by this mortgage.

5. Upon the request of the Mortgagee the Mortgagor shall execute and deliver a supplemental note or notes for the sum or sums advanced by the Mortgagee for the alteration, modernization, improvement, maintenance, or repair of said premises, for taxes or assessments against the same and for any other purpose authorized hereunder. Said note or notes shall be secured hereby on a parity with and as fully as if the advance evidenced thereby were included in the note first described above. Said supplemental note or notes shall bear interest at the rate provided for in the principal indebtedness and shall be payable in approximately equal monthly payments for such period as may be agreed upon by the creditor and debtor. Failing to agree on the maturity, the sum or sums so advanced shall be due and payable 30 days after demand by the creditor. In no event shall the maturity extend beyond the ultimate maturity of the note first described above.

6. He will keep the said premises in as good order and condition as they are now and will not commit or permit any waste thereof, reasonable wear and tear excepted.

7. He will continuously maintain hazard insurance, of such type or types and amounts as the Mortgagee may from time to time require, on the improvements now or hereafter on said premises, and except when payment for all such premiums has theretofore been made under (a) of paragraph 1 hereof, will pay promptly when due any premiums therefor. All insurance shall be carried in companies approved by the Mortgagee and the policies and renewals thereof shall be held by the Mortgagee and have attached thereto loss payable clauses in favor of and in form acceptable to the Mortgagee. In event of loss Mortgagor will give immediate notice by mail to the Mortgagee, who may make proof of loss if not made promptly by Mortgagor, and each insurance company concerned is hereby authorized and directed to make payment for such loss directly to the Mortgagee instead of to the Mortgagor and Mortgagee jointly, and the insurance proceeds, or any part thereof, may be applied by the Mortgagee at its option either to the reduction of the indebtedness hereby secured or to the restoration or repair of the property damaged. In event of foreclosure of this mortgage, or other transfer of title to the mortgaged property in extinguishment of the indebtedness secured hereby, all right, title and interest of the Mortgagor in and to any insurance policies then in force shall pass to the purchaser or grantee.

8. Upon a default in any of the covenants or conditions of this mortgage, the Mortgagee shall be entitled, without notice to the Mortgagor, to the immediate appointment of a receiver of the property covered hereby, without regard to the adequacy or inadequacy of the property as security for the mortgage debt. Until there is a default under this mortgage the Mortgagor shall have the right to possession of the said property.

9. He specially warrants the property herein mortgaged, and he will execute such further assurances thereof as may be required.

If there is a default in any of the terms, conditions, or covenants of this mortgage, then the whole of the mortgage debt remaining unpaid, together with accrued interest thereon, shall, at the option of the Mortgagee, be deemed due and payable forthwith. AND the Mortgagor consents that a decree may be passed for the sale of said property (the sale to take place after a default under this mortgage shall have continued for

thirty days) and the said Mortgagor hereby authorizes and directs the said Mortgagee, its successors or assigns, or Joseph J. Callahan or Walter S. Calwell, its duly authorized attorney, after default shall have been made as aforesaid, in any of the conditions of this mortgage, to sell the hereby mortgaged premises, and any such sale whether under the above assent to a decree or under the above power of sale, shall be under the provisions of Article LXVI of the Public General Laws of Maryland, or under any other general or local law of the State of Maryland, relating thereto, or any supplement, amendment, or

addition thereto. Upon any sale of said property under this mortgage, whether under the above assent to a decree or under the above power of sale, the proceeds of sale shall be applied as follows, to wit: first, to the payment of all expenses incident to said sale, including a counsel fee of fifty Dollars for conducting the proceedings; and also a commission to the party making said sale equal to the commission allowed trustees for making sales of property under decree of a court of equity in Maryland; second, to the payment of all claims of the Mortgagee, its successors or assigns hereunder, whether or not the same shall have then matured; third, to the reimbursement of the Veterans Administration for any sums paid by it on account of the guaranty or insurance of the indebtedness secured hereby; and fourth, the balance, if any, to the said Mortgagors, their heirs, or personal representatives or assigns.

If the indebtedness secured hereby be guaranteed or insured under the Servicemen's Readjustment Act, as amended, such Act and Regulations issued thereunder and in effect on the date hereof shall govern the rights, duties, and liabilities of the parties hereto, and any provisions of this or other instruments executed in connection with said indebtedness which are inconsistent with said Act or Regulations are hereby amended to conform thereto.

The covenants herein contained shall bind, and the benefits and advantages shall inure to, the respective heirs, executors, administrators, successors and assigns of the parties hereto. Whenever used, the singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders, and the term "Mortgagee" shall include any payee of the indebtedness hereby secured or any transferee thereof whether by operation of law or otherwise.

WITNESS the signature(s) and seal(s) of the Mortgagor(s) on the day and year first above written.

Witness:

Maurice F. Mackey Jr.
MAURICE F. MACKEY, JR.

John William Pierce [SEAL]
John William Pierce
Norma L. Pierce [SEAL]
Norma L. Pierce [SEAL]

STATE OF MARYLAND, CITY OF BALTIMORE

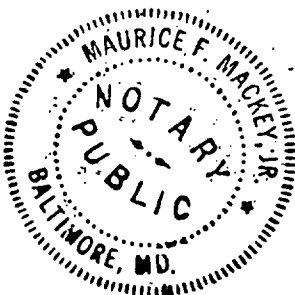
to wit: LIBER 1141 PAGE 41

I HEREBY CERTIFY, That on this 2nd day of August, 1957, before me, the subscriber, a Notary Public of the State of Maryland, in and for the City aforesaid, personally appeared John William Pierce and Norma L. Pierce, his wife the above named Mortgagors, and they acknowledged the foregoing mortgage to be their act.

At the same time also personally appeared Walter S. Calwell, the Agent of the within body corporate, Mortgagee, and made oath in due form of law that the consideration of said mortgage is true and bona fide as therein set forth; and also made oath that he is the agent of the Mortgagee and is duly authorized to make this affidavit.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal the day and year aforesaid.

Maurice F. Mackey Jr.
Notary Public.
MAURICE F. MACKEY, JR.



Rec'd for record Aug 6, 1957, at 12:26 PM
Filed to The Colonial Title Guarantee Co.

Registration No. 45272
Filed by DAG
Approved by [Signature]
Examined by [Signature]
Ready for Record

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY (IN EQUITY)
WALTER S. CALWELL, Attorney Named in Mortgage
VS.
JOHN WILLIAM PIERCE AND NORMA L. PIERCE, HIS WIFE
PLAINTIFF'S EXHIBIT "A"

Attorney Named in Mortgage

CIRCUIT COURT FOR ANNE ARUNDEL COUNTY

VS.

IN EQUITY

JOHN WILLIAM PIERCE ANDNORMA L. PIERCE, HIS WIFE*No. 15,830 Equity*

STATEMENT OF MORTGAGE DEBT

Statement of the Mortgage Claim of Baltimore Federal Savings and Loan Association

under the mortgage from John William Pierce and Norma L. Pierce, his wife to Baltimore Federal Savings and Loan Association

dated the 2nd day of August 19 57, and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 1144 Folio 37 .

Amount of Mortgage	\$12,960.00
Less - amount paid on principal	<u>1,210.53</u>
	11,749.47
Plus - interest to 7/30/63	<u>352.48</u>
	12,101.95
Plus - overdraft in expense account	<u>31.88</u>
	12,133.83

*11,749.47
21.88
352.48
12,101.95
31.88
12,133.83*

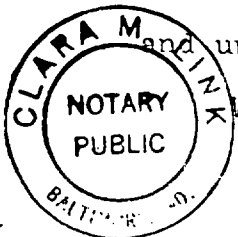
STATE OF MARYLAND, CITY OF BALTIMORE, Sct.

I HEREBY CERTIFY, that on this 23rd day of August in the year nineteen hundred and sixty-three before me, the subscriber, a Notary Public of the State of Maryland, in and for the City of Baltimore, personally appeared Charles E. Williams, Vice President of Baltimore Federal Savings and Loan Association holder of the Mortgage in the above entitled cause, and made oath that the foregoing is a just and true statement of the amount of the mortgage claim under the mortgage filed in the said cause now remaining due and unpaid.

WITNESS my hand and Notarial Seal.

1963 AUG 28 PM 2:57

Clara M. Link
Clara M. Link Notary Public



WALTER S. CALWELL, Attorney
named in Mortgage

*

IN THE CIRCUIT COURT
FOR

vs.

*

JOHN WILLIAM PIERCE and
NORMA L. PIERCE, his wife

*

ANNE ARUNDEL COUNTY
(In Equity)
No. 15,830

*

MILITARY AFFIDAVIT

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

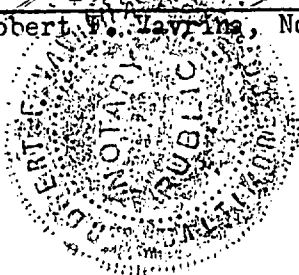
I HEREBY CERTIFY, That on this 9th day of September, 1963,
before me, the subscriber, a Notary Public, of the State of Maryland, in
and for Baltimore City, personally appeared Walter S. Calwell and made oath
in due form of Law that John William Pierce, one of the Defendants against
whom these foreclosure proceedings are instituted, is in the Military Service
of the United States, and that Norma L. Pierce, his wife, one of the Defendants
against whom these foreclosure proceedings are instituted, is not in the
Military Service of the United States, or of any Nation allied with the
United States, that she has not been ordered to report for induction under
the Selective Training and Service Act of 1940, that she is not a member of
the Enlisted Reserve Corps, and has not been ordered to report for service
therein, and that the Affiant's sources of information were from private
sources, and upon certification by direction of the Commandant of the Marine
Corps.

Walter S. Calwell

Walter S. Calwell, Affiant

Subscribed and sworn to before me
this 9th day of September, 1963

Robert F. Lavrins
Robert F. Lavrins, Notary Public



1963 SEP 11 AM 10:46

FILED



Plaintiff's Exhibit 'B'
DEPARTMENT OF THE NAVY.
HEADQUARTERS UNITED STATES MARINE CORPS
WASHINGTON 25, D. C.

BOOK 151 PAGE 301

IN REPLY REFER TO

DGK-4-v jp

CERTIFICATE OF RECORD OF MILITARY SERVICE
for use under
SOLDIERS' AND SAILORS' CIVIL RELIEF ACT OF 1940

TO WHOM IT MAY CONCERN:

In accordance with the provisions of Section 601 of the
Soldiers' and Sailors' Civil Relief Act approved October 17,
1940, as amended (50 U.S.C App. 581), I certify that the
records of Marine Corps Headquarters show that
Sergeant Major John William Pierce 311318 U. S. Marine Corps
is now in the active military service of the United States,
he having entered the Marine Corps - - - - -
at Portsmouth, N. H. - as a Technical Sergeant on - 16 - -
September 19 47 -; that his residence at that time was
1234 Ewing Street, - - Kansas City, - - Jackson, - Missouri;
Number and Street City County State
and that his monthly pay on this date is \$120.00 BAQ
\$430.00
\$ 6.00 Clothing
Current Military Address: \$556.00 Total
Marine Aviation Detachment, Naval Air Basic Training Command,
U. S. Naval Air Station, Pensacola, Florida

Given under my hand at Washington, District of Columbia,
this Thirteenth - - - day of - - August - - , 1963 - -.

By direction of the Commandant of the Marine Corps.

W. C. Keene
W. C. KEENE

Head, Records Service Section
Records Branch, Personnel Department, U. S. Marine Corps

Furnished to:
Callahan and Calwell, Attorneys at Law
Baltimore Federal Building
Fayette and St. Paul Streets
Baltimore 2, Maryland

DGK-5 (Rev. 4-56)

1963 SEP 11 AM 10:46

FILED

WALTER S. CALWELL, Attorney
named in Mortgage

vs.

JOHN WILLIAM PIERCE and
NORMA L. PIERCE, his wife,

* IN THE CIRCUIT COURT
* FOR
* ANNE ARUNDEL COUNTY
* (In Equity)
* No. 15,830
*

PETITION

TO THE HONORABLE, THE JUDGE OF SAID COURT:

The Petition of Walter S. Calwell, Attorney Named in Mortgage,
Plaintiff, in this cause, by his Solicitors, Callahan and Calwell,
respectfully represents:

1. That John William Pierce and Norma L. Pierce, his wife,
the Defendants herein were the record title owners of fee simple property
situate in Anne Arundel County, known as 112 Prince Charles Avenue at the
time of the execution by them of the mortgage hereinafter mentioned, having
purchased said property by deed dated August 2, 1957 from Queen Anne Realty
Corporation duly recorded among the Land Records of Anne Arundel County for
the purchase price of \$13,260.00 part of which purchase price was financed
by a purchase money mortgage for \$12,960.00, executed, dated and delivered
on August 2, 1957 to Baltimore Federal Savings and Loan Association and
recorded among the Land Records of Anne Arundel County in Liber G.T.C. 1141,
folio 37, and filed among the papers in this cause as "Plaintiff's Exhibit
'A'".

2. That said mortgage is in default for the non-payment of
monthly payments of principal, interest and property expense due under said
mortgage from January, 1963 to September, 1963, a period of nine months,
representing a total arrearage of \$763.67, and the present unpaid principal
indebtedness due on said mortgage is \$12,133.83, and the said property has
been abandoned and the security of said mortgage is therefore in jeopardy
of deterioration and vandalism.

3. The the payment of said mortgage was guaranteed by the
Veterans Administration under the provisions of the Servicemens' Readjustment

1963 SEP 11 AM 10:46

FILED

Act of 1944, as amended, the benefits of which Act were made available to John William Pierce, one of the Defendants herein, as an eligible war veteran, and that in connection with said default, the Baltimore Federal Savings and Loan Association, as present holder of the aforesaid mortgage, has filed a Notice of Intention to Foreclose with the Veterans Administration under the guaranty issued by the Veterans Administration on said mortgage, in connection with the claim procedure of the Veterans Administration, and the Veterans Administration has established the basis for proceeding with said foreclosure for the purpose of minimizing loss by the Veterans Administration incident to their guaranty of said mortgage.

4. That foreclosure proceedings on the aforementioned mortgage were insituted on behalf of your Petitioner on August 28, 1963 in this Honorable Court, and there has been filed with the Clerk, as "Plaintiff's Exhibit 'A'" therein, the original mortgage aforementioned.

5. That the said John William Pierce, 311318, whose rank is Sergeant Major, is now in the Military Service of the United States Marine Corps, stationed with Marine Aviation Detachment, Naval Air Basic Training Command, U. S. Naval Air Station, Pensacola, Florida, and that John William Pierce was in the Military Service of the United States Marine Corps on August 2, 1957, the date on which, as aforesaid, he executed and delivered the aforementioned mortgage to Baltimore Federal Savings and Loan Association, and the said John William Pierce is not, therefore, entitled to the benefits of the Soldiers' and Sailors' Civil Relief Act as to preclude continuance of foreclosure of the aforesaid mortgage. A Certificate for use under the Soldiers' and Sailors' Civil Relief Act of 1940, certified by the direction of the Commandant of the Marince Corps, evidencing said facts is filed with this Petition, as a part hereof, marked "Plaintiff's Exhibit 'B'", and there is also filed with this Petition a Military Affidavit, as required under the aforementioned Act, setting forth the fact that the said John William Pierce is in the military service of the United States.

6. That an act of Congress known as the "Soldiers' and Sailors' Civil Relief Act of 1940, as amended," U.S. Code, Title 50, requires

consideration and authorization by this Honorable Court for continuance of the foreclosure proceedings instituted in this case.

WHEREFORE, your Petitioner requests this Honorable Court to pass an order appointing an Attorney to represent the Defendants in these proceedings and requiring the Defendants to show cause why these proceedings should not be continued, and to grant such other or further orders or relief as this cause may require.

AND AS IN DUTY BOUND, ETC.



Walter S. Calwell, Attorney named in
Mortgage, Petitioner




Callahan and Calwell, Solicitors

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY that on this 9th day of September, 1963, before me, the subscriber, a Notary Public, of the State of Maryland, in and for Baltimore City, personally appeared Walter S. Calwell, Attorney named in Mortgage, Petitioner, and made oath in due form of Law that the matters and facts set forth in the foregoing Petition are true to the best of his knowledge and belief.

WITNESS my hand and Notarial Seal.


Robert F. Vavrina, Notary Public



ORDER

It is this 16th day of September, 1963, Ordered and Decreed by the Circuit Court for Anne Arundel County (In Equity) that RICHARD G. ANDERSON be and is hereby appointed as Attorney to represent the Defendants herein, and it is hereby further Ordered and Decreed that foreclosure proceedings in the instant case be continued unless cause be shown to the contrary on or before the 7th day of October 1963, provided a copy of this Petition and Order be served on the Defendants or on RICHARD G. ANDERSON, Attorney for the Defendants on or before the 23rd day of September, 1963.

W. Bruce Smith
Judge

Service Admitted
September 16, 1963
Richard G. Anderson

FILED

1963 SEP 16 AM 11:03

September 18, 1963

Sergeant Major X John William Pierce, U.S.M.C.
 Marine Aviation Detachment
 Naval Air Basic Training Command
 United States Naval Air Station
 Pensacola, Florida

Re: 112 Prince Charles Avenue
 Anne Arundel County, Maryland

Dear Sergeant Pierce:

I have been appointed by the Circuit Court of Anne Arundel County to represent your interest in the foreclosure proceedings now pending in that Court concerning the above referred property which you mortgaged to the Baltimore Federal Savings & Loan Association on August 2, 1957. Unless this property is redeemed, or you have a defense to the foreclosure proceedings, this property will be sold by the Attorney named in the mortgage to satisfy the outstanding obligation under the mortgage.

If you have a defense to these proceedings or you plan to redeem, please communicate with me at once. Also, if you have no objections to these proceedings continuing, please notify me to that effect immediately.

Your prompt reply is urgently solicited so that I can offer any defense that you might have or I can file your consent if you have no objections.

Yours very truly,

Richard G. Anderson

23/108
 Mr. John L. Pierce

23/108
 Mr. Pierce

FILED
 1963 OCT -7 AM 11:50

#1-INSTRUCTIONS TO DELIVERING EMPLOYEE	
<input type="checkbox"/> Deliver ONLY to addressee	<input type="checkbox"/> Show address where delivered
Additional charges incurred for these services	
RETURN RECEIPT	
Received the enclosed article described on other side	
SIGNATURE OF OFFICE OR ADDRESSEE'S EMPLOYEE	
SIGNATURE OF ADDRESSEE'S AGENT, IF ANY	
DATE RECEIVED	ADDRESS WORKS FILE

WALTER S. CALWELL, Attorney
Named in Mortgage

NO. 15,830 EQUITY

vs.

IN THE

JOHN WILLIAM PIERCE and
NORMA L. PIERCE, his wife,

CIRCUIT COURT

FOR

Defendants

ANNE ARUNDEL COUNTY

* * * * *

ANSWER

TO THE HONORABLE, THE JUDGES OF SAID COURT:

Now comes Richard G. Anderson, Attorney for the Defendants in this cause, and in answer to the Petition filed heretofore respectfully shows:

1. That he was appointed by order of this Honorable Court on the 16th day of September, 1963, to represent the said Defendants and that he was served with a copy of the Order so appointing him on the 16th day of September, 1963.

2. That immediately thereafter, on September 18, 1963, he advised the Defendants of these proceedings by registered mail, return receipt requested, copies of these letters being attached hereto, and that he has received the return receipts, copies of which are also attached as evidence thereof.

3. That neither of the said Defendants has answered the aforesaid letter, nor has their Attorney has any communications with them whatsoever.

4. That the said Defendants neither admit nor deny the allegations of the Petition for foreclosure, but submit their rights to the decision of this Honorable Court.

And, as in duty bound, etc.

Richard G. Anderson
Richard G. Anderson
Attorney for Defendants

I hereby certify that on this 7th day of October, 1963, I

FILED
OCT - 7 AM 11:50

mailed a copy of the foregoing Answer to Walter S. Calwell, Attorney
Named in Mortgage, Petitioner, Callahan & Calwell, Baltimore Fed-
eral Building, Fayette & St. Paul Streets, Baltimore, 2, Maryland.

Richard G. Anderson
Richard G. Anderson

WALTER S. CALWELL, Attorney
named in Mortgage

vs.

JOHN WILLIAM PIERCE and
NORMA L. PIERCE, his wife,

* IN THE CIRCUIT COURT
* FOR
* ANNE ARUNDEL COUNTY
* In Equity
* No. 15,830

ORDER

TO THE HONORABLE, THE JUDGE OF SAID COURT:

The Defendants, John William Pierce and Norma L. Pierce, his wife, having failed to show cause as required by the Order of this Court, dated September 11, 1963, although it appears that a copy was served on Richard G. Anderson, Attorney appointed by this Court, and the said Attorney having filed his Answer showing no reason why the proceedings should not be continued and the cause having been submitted and the Court having read and considered the Petition, Exhibits, Affidavit and Answer:

It is this 9th day of October, 1963,
Ordered and Decreed by the Circuit Court for Anne Arundel County that Walter S. Calwell, Attorney named in Mortgage, Petitioner, is hereby granted leave to continue and to proceed with the foreclosure proceedings in this cause, and the said Walter S. Calwell, Attorney named in Mortgage, be and he is hereby authorized to exercise the power of sale contained in the Mortgage filed in these proceedings.

W. B. Smith
Judge

APPROVED:

Richard G. Anderson
Richard G. Anderson
Attorney for Defendants

FILED

1963 OCT 10 PM 12:53

CALLAHAN and CALV L
Solicitors
Baltimore Federal Building
Baltimore 2, Maryland
**Attorney's
Sale**
**Of Valuable Fee Simple
Property**

Under and by virtue of the power and authority contained in a Mortgage from John William Pierce and Norma L. Pierce, his wife to Baltimore Federal Savings and Loan Association, dated August 2nd, 1957 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 1141 folio No. 37 (default having occurred thereunder) the undersigned, Attorney, will sell at Public Auction on the premises on

**Tues., Nov. 19, 1963
at 3:00 P.M.**

all that fee simple lot of ground situate and lying in the Fourth Election District of Anne Arundel near Odenton, and described as follows:

BEING known and designated as Lot No. 3 in Block S, as shown on a Plat entitled "Plat 2 Kings Heights" by Edward Hall, III, and Associates, Registered Land Surveyors, dated June, 1954, and recorded among the Plat Records of Anne Arundel County, at King's Heights, 26, folio 19. The improvements thereon being known as No. 112 Prince Charles Avenue.

Together with the buildings thereupon, and all rights, alleys, ways, waters, privileges, appurtenances and advantages, thereunto belonging, or in anywise appertaining

17 No. Subject to any restrictive covenants, and/or Utility Agreements, of record, affecting the property

The improvements consist of a frame and brick ranch type dwelling, containing 6 rooms (3 bedrooms) 1 bath, hot water gas radiant heat.

TERMS OF SALE: — A cash deposit of \$500.00 will be required of the purchaser at the time and place of sale, balance of purchase price upon final ratification of sale by the Circuit Court for Anne Arundel County and to bear interest from date of sale to settlement. Taxes and all other expenses, including Sanitary District charges, if any and all other assessments and public charges to be adjusted to date of sale. Cost of all documentary stamps, and County Transfer tax, if any, shall be borne by the purchaser.

WALTER S. CALWELL
Attorney Named in Mortgage
E.T. NEWELL & CO., INC.
Auctioneer N-14

OFFICE

15.830
Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

CERTIFICATE OF PUBLICATION

Annapolis, Md., November 16, 1963

We hereby certify, that the annexed

Attorney's Sale
John William Pierce

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4

successive weeks before the 19th

day of November, 1963. The first

insertion being made the 24th day of

October, 1963.

FILED

THE CAPITAL-GAZETTE PRESS, INC.

NOV 18 AM 11:45

By H. Tilghman

227 ST. PAUL STREET
BALTIMORE, MD.60 JOHN STREET
NEW YORK, N. Y.

BOND NO. 0466-0274-2264-63

Know All Men by These Presents:That we, Walter S. Calwell - Baltimore Federal Building -
Baltimore 2, Maryland.....as Principal
and NEW AMSTERDAM CASUALTY COMPANY, a corporation, organized and existing under and by virtue
of the laws of the State of New York, and authorized to do a surety business in the State of Maryland, as Surety,
are held and firmly bound unto the State of Maryland in the full and just sum of.....TWELVE THOUSAND, TWO HUNDRED AND NO/100 -- (\$12,200.00) --- Dollars,to be paid to the said State, or its certain Attorney, to which payment, well and truly to be made and done, we
bind ourselves, and each of us, our, and each of our Heirs, Executors and Administrators, jointly and severally,
firmly by these presents.Sealed with our seals, and dated this 15thday of November in the year nineteen hundred and sixty-three.**Whereas**, the above bounden Walter S. Calwellby virtue of the power contained in a Mortgage from John William Pierce and Norma L.
Pierce, his wife, to the Baltimore Federal Savings & Loan Association
bearing date the 2nd day of August nineteen hundred and fifty-seven
and recorded among the Land Records of Anne Arundel County, in Liber G.T.C.
No. 1144, Folio 37, and..........
is about to sell the land and premises described in said Mortgage/default having been made in the payment of
the money as specified, and in the conditions and covenants therein contained.**Now the Conditions of this Obligation are Such**, That if the above bounden.....Walter S. Calwelldo and shall well and truly and faithfully perform the trust reposed in him under the
Mortgage aforesaid, and shall abide by and fulfill any order or decree which shall be made by any Court of Equity
in relation to the sale of said mortgaged property, or the proceeds thereof, then the above obligation to be void,
otherwise to be and remain in full force and virtue in law.Signed, Sealed and Delivered
in the presence ofClara M. Link

XXXXX Witness as to Surety:

J. McDuffieWalter S. Calwell

(Seal)

(Seal)

(Seal)

NEW AMSTERDAM CASUALTY COMPANY

By J. Richard Hauschild,
Attorney-in-factBond given on 19th day of November, 1963James V. Phillips Clerk

NOV 19 1963

WALTER S. CALWELL,	:	IN THE CIRCUIT COURT
Attorney Named in Mortgage	:	
	:	FOR
VS.	:	ANNE ARUNDEL COUNTY
	:	(In Equity)
JOHN WILLIAM PIERCE AND	:	
NORMA L. PIERCE, HIS WIFE	:	No. 15,830
	:	

REPORT OF SALE

TO THE HONORABLE THE JUDGE OF SAID COURT:-

The Report of Sale of Walter S. Calwell, Attorney Named in Mortgage, dated August 2nd, 1957 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 1111 folio 37 from said John William Pierce and Norma L. Pierce, his wife to the Baltimore Federal Savings and Loan Association, which Mortgage is filed in said cause pending, respectfully shows -

That after giving Bond, with security for the faithful discharge of his trust, which was duly filed and approved, and having given notice of the time, place, manner and terms of sale by advertisement inserted in "The Maryland-Gazette"

a newspaper published in Anne Arundel County for more than three successive weeks preceding the day of sale, Walter S. Calwell, Attorney, under and by virtue of the power and authority contained in said Mortgage (after default having occurred thereunder) did, pursuant to said notice, on the 19th day of November, 1963 at three P.M., attend on the premises and then and there sold the fee simple property situate, lying and being in Anne Arundel County being known and designated as Lot No. 3 in Block S, as shown on a Plat entitled "Plat 2 Kings Heights" by Edward Hall, III and Associates, Registered Land Surveyors, dated June, 1954 and recorded among the Land Records of Anne Arundel County in Plat Book 26 folio 19, the improvements whereon are known as No. 112 Prince Charles Avenue; more particularly and at length described in the aforementioned Mortgage, and in the attached advertisement of sale.

FILED

1963 NOV 21 AM 10:30

CALLAHAN and CALWELL
Solicitors.
Baltimore Federal Building
Baltimore 2, Maryland

BOOK 151 PAGE 313

**Attorney's
Sale
Of Valuable Fee Simple
Property**

Under and by virtue of the power and authority contained in a Mortgage from John William Pierce and Norma L. Pierce, his wife to Baltimore Federal Savings and Loan Association, dated August 2nd, 1957 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 1141 folio No. 37 (default having occurred thereunder) the undersigned, Attorney, will sell at Public Auction on the premises on

**Tues., Nov. 19, 1963
at 3:00 P.M.**

all that fee simple lot of ground situate and lying in the Fourth Election District of Anne Arundel County, near Odenton, and described as follows:

BEING known and designated as Lot No. 3 in Block S, as shown on a Plat entitled "Plat 2 Kings Heights" by Edward Hall, III, and Associates, Registered Land Surveyors, dated June, 1954, and recorded among the Plat Records of Anne Arundel County, at King's Heights, 26, folio 19. The improvements thereon being known as No. 112 Prince Charles Avenue.

Together with the buildings thereupon, and all rights, alleys, ways, waters, privileges, appurtenances and advantages, thereunto belonging, or in anywise appertaining

Subject to any restrictive covenants, and/or Utility Agreements, of record, affecting the property


The improvements consist of a frame and brick ranch type dwelling, containing 6 rooms (3 bedrooms) 1 bath, hot water gas radiant heat.

TERMS OF SALE: — A cash deposit of \$500.00 will be required of the purchaser at the time and place of sale, balance of purchase price upon final ratification of sale by the Circuit Court for Anne Arundel County and to bear interest from date of sale to settlement. Taxes and all other expenses, including Sanitary District charges, if any and all other assessments and public charges to be adjusted to date of sale. Cost of all documentary stamps, and County Transfer tax, if any, shall be borne by the purchaser.

WALTER S. CALWELL
Attorney Named in Mortgage
E.T. NEWELL & CO., INC.
Auctioneer N-14

BY TERMS OF SALE, a cash deposit of Five Hundred (\$500.00) Dollars was required of the purchaser at the time and place of sale and taxes and other expenses, including Metropolitan Sanitary and District liens, if any, be adjusted to day of sale.

The property was sold to Baltimore Federal Savings and Loan Association, in fee simple, at and for the sum of Twelve Thousand five Hundred (\$12,500.00) Dollars, said purchaser being then and there the highest bidder.

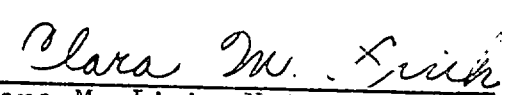

Walter S. Calwell,
Attorney Named in Mortgage

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY, That on this 20th day of November, 1963 before me, the subscriber, a Notary Public of the State of Maryland, in and for the City of Baltimore aforesaid, personally appeared Walter S. Calwell, Attorney Named in the Mortgage and made oath in due form of Law that the facts stated in the foregoing Report of Sale are true, as therein set forth, and that the sale thereby reported was fairly made.

WITNESS my hand and Notarial seal.




Clara M. Link, Notary Public

ORDER NISI

BOOK 151 PAGE 314

WALTER S. CALWELL, Attorney Named
in Mortgage

versus

JOHN WILLIAM PIERCE AND
NORMA L. PIERCE, HIS WIFE

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 15,830 Equity

Ordered, this 21st day of November, 19 63, That the sale of the property in these proceedings mentioned made and reported by Walter S. Calwell, Attorney Named in Mortgage

BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 30th day of December next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 30th day of December next.

The report states that the amount of sale was \$ 12,500.00.

Louis N. Phipps Clerk.

True Copy,

Walter S. Calwell, Atty.
(Final Order)

TEST: For the Maryland Gazette (Nov. 28²⁶ Edition) Clerk.

WALTER S. CALWELL, Attorney Named
in Mortgage

versus

JOHN WILLIAM PIERCE and
NORMA L. PIERCE, HIS WIFE

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

Term, 19

ORDERED BY THE COURT, This 31st day of December, 19 63 that the sale made and reported by the Attorney aforesaid, be and the same is hereby finally Ratified and Confirmed no cause to the contrary having been shown, although due notice appears to have been given as required by the Order Nisi, passed in said cause; and the Attorney allowed the usual commissions and such proper expenses as he shall produce vouchers for the Auditor.

O. B. Smith
JUDGE.

FILED

1963 DEC 31 AM 11:07

WALTER S. CALWELL, : IN THE CIRCUIT COURT
 Attorney Named in Mortgage :
 vs. : FOR
 JOHN WILLIAM PIERCE AND : ANNE ARUNDEL COUNTY
 NORMA L. PIERCE, HIS WIFE :
 : In Equity - No. 15,830

PETITION TO SUBSTITUTE A PURCHASER

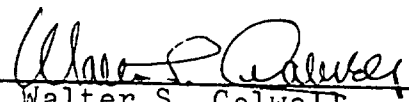
TO THE HONORABLE THE JUDGE OF SAID COURT:

The Petition of Walter S. Calwell, Attorney Named in the Mortgage, respectfully represents unto your Honor:

That your Petitioner, by his Report of Sale filed in these proceedings ~~on the~~ ~~today of~~ ~~1926~~ sold certain fee property situated in Anne Arundel County, known as No. 112 Prince Charles Avenue and described in these proceedings to Baltimore Federal Savings and Loan Association.


That the said purchaser has requested your Petitioner to substitute as purchaser in its place and stead, J. S. Gleason, Jr., as Administrator of Veterans' Affairs, who has requested to be so substituted.

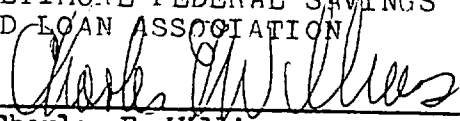
WHEREFORE YOUR PETITIONER PRAYS that this Honorable Court pass an Order substituting J. S. Gleason, Jr., Administrator of Veterans' Affairs, as purchaser in the place and stead of Baltimore Federal Savings and Loan Association.


 Walter S. Calwell,
 Attorney Named in Mortgage

ASSENT

We Hereby assent to the relief prayed in the foregoing Petition.


 Walter S. Calwell,
 Attorney Named in Mortgage

BALTIMORE FEDERAL SAVINGS
 AND LOAN ASSOCIATION
 BY 
 Charles E. Williams
 Vice President

FILED

1933 NOV 21 AM 10:30

ORDER

UPON the foregoing Petition and Assent, it
is hereby this 22nd day of November 1963

ORDERED by the Circuit Court for Anne Arundel
County (In Equity) that J. S. Gleason, Jr., Administrator
of Veterans' Affairs be and he is hereby substituted as
purchaser of the property mentioned in these proceedings,
known as No. 112 Prince Charles Avenue, Anne Arundel
County, Maryland, in the place and stead of Baltimore
Federal Savings and Loan Association.

O. Brown Duckett

FILED
1963 NOV 26 AM 11:21

Order Nisi

IN THE CIRCUIT COURT FOR
ANNE ARUNDEL COUNTY
NO. 15,830, EQUITY

WALTER S. CALWELL, Attor-
ney Named in Mortgage

versus

JOHN WILLIAM PIERCE and
NORMA L. PIERCE, his wife

Ordered, this 21st day of No-
vember, 1963, That the sale of
the property in these proceed-
ings mentioned made and re-
ported by Walter S. Calwell, At-
torney Named in Mortgage BE
RATIFIED AND CONFIRMED,
unless cause to the con-
trary thereof be shown on or be-
fore the 30th day of December
next: Provided, a copy of this
Order be inserted in some news-
paper published in Anne Arundel
County, once in each of three
successive weeks before the 30th
day of December next.

The report states that the
amount of sale was \$12,500 00.

LOUIS N. PHIPPS, Clerk

True Copy, TEST:

LOUIS N. PHIPPS, Clerk.
D-19

OFFICE OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

BOOK 151 PAGE 317

CERTIFICATE OF PUBLICATION

Annapolis, Md., December 20 1963

We hereby certify, that the annexed

Order Nisi Sale
E.g. 15,830

John William Pierce

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel
County, Maryland, once a week for 4

successive weeks before the 30th

day of December, 1963. The first

insertion being made the 25th day of

November, 1963.

THE CAPITAL-GAZETTE PRESS, INC.

By H. Tilghman

FILED

No. M. G. 15,830 DEC 23 AM 9:11

24

In the Case of

WALTER S. CALWELL, Attorney Named in Mortgage

VS.

JOHN WILLIAM PIERCE and

NORMA L. PIERCE, his wife

In the

Circuit Court

For

Anne Arundel County

No. 15,830 Equity

To the Honorable, the Judges of said Court:

The Auditor reports to the Court that he has examined the proceedings in the above entitled cause, and from them he has stated the within account, and that he has this day given notice of the filing of this account to all parties and persons who have filed a claim to the proceeds of sale herein, in accordance with General Equity Rule #595.

All of which is respectfully submitted.

Arthur Anderson
Auditor.

FINAL ORDER

ORDERED BY THE COURT, this 6th day of February, 1964, that the foregoing Report and Account of the Auditor be and the same is hereby finally ratified and confirmed, no cause to the contrary having been shown, and that the Trustee apply the proceeds accordingly with a due proportion of interest as the same has been or may be received.

Louis H. Phipps
Clerk
Per: *A. Jankowski*, deputy

FILED

1964 FEB -6 AM 10:11

1964 JAN 21 PM 11:05

Dr. Mortgaged Real Estate of John William Pierce
and Norma L. Pierce, his wife

BOOK 151 PAGE 319

In Acct. with Walter S. Calwell, Attorney named in Mortgage

Cr.

By	Amount of Sale, as per Attorney's Report of Sale for			12,500	00		
By	Interest, 6%, on deferred payment \$12,000.00, from						
	11-19-63 to 1-2-64			89	58		
By	Adjustment, taxes, 11-19-63 to 12-31-63			20	17		
						12,609	75
To	Attorney, for fee, viz:	50	00				
To	Attorney, for commission, viz:	405	00				
				455	00		
To	Attorney, for court costs, viz:						
	Plaintiff's solicitor appearance fee	10	00				
	Defendant's solicitor appearance fee	10	00				
	Clerk, court costs	46	00				
	Richard G. Anderson, counsel fee, as per Order of						
	Court 12-6-63	50	00				
	Auditor, this account	22	50				
				138	50		
To	Attorney, for expenses, viz:						
	Capital-Gazette Press, Inc., adv. & Nisi - sale	97	24				
	New Amsterdam Casualty Co. - bond	48	80				
	E.T. Newell & Co. Inc. - Auctioneer's fee	35	00				
	Notary fees	1	25				
				182	29		
To	Baltimore Federal Savings & Loan Association,						
	Mortgagee, on account of Mortgage claim	11,833	96				
				11,833	96		
						12,609	75
	Balance due on Mortgage, as per claim filed	12,133	83				
	Interest, 4½%, on principal balance, \$11,717.59,						
	from 8-1-63 to 2-2-64	351	51				
		12,485	34				
	Credit amount allowed above	11,833	96				
	This amount subject to decree in personam	651	38				


WALTER S. CALWELL, : IN THE CIRCUIT COURT
Attorney Named in Mortgage :
VS. : FOR
: ANNE ARUNDEL COUNTY
HARVEY C. MOSS AND :
CATHERINE A. MOSS, HIS WIFE : (In Equity)

Re. 15, 923

Mr. Clerk:

Please docket the above entitled case and file among the papers the following instrument marked "Plaintiff's Exhibit 'A'" -

1. Original Mortgage from said Harvey C. Moss and Catherine A. Moss, his wife to Baltimore Federal Savings and Loan Association, dated July 18th, 1958 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 1221 folio 105.



Walter S. Calwell,
Attorney Named in Mortgage

Baltimore Federal Building
Baltimore, Maryland - 21202

Le 9-6841

FILED

1963 OCT 15 AM 9:15

MORTGAGE

THIS MORTGAGE, made this 18th day of July, A. D. 19 58, by
and between HARVEY C. MOSS AND CATHERINE A. MOSS, his wife

of Anne Arundel County, in the State of Maryland, hereinafter
called the Mortgagor, and BALTIMORE FEDERAL SAVINGS AND LOAN ASSOCIATION

a corporation organized and existing under the laws of the United States of America
hereinafter called the Mortgagee.

WHEREAS, the Mortgagor, *being a member of the Mortgagee*,* is justly indebted to the Mortgagee for a loan contemporaneous herewith, evidenced by a promissory note of even date herewith, in the principal sum of FIFTEEN THOUSAND ONE HUNDRED FIFTY AND 00/100ths Dollars (\$15,150.00), being part of the purchase money for the property hereinafter described, with interest from date at the rate of Four and three-quarters per centum ($4\frac{3}{4}\%$) per annum until paid, principal and interest being payable at the office of BALTIMORE FEDERAL SAVINGS AND LOAN ASSOCIATION, in Baltimore, Maryland, or at such other place as the holder hereof may designate in writing delivered or mailed to the Mortgagor, in monthly installments of SEVENTY-NINE AND 03/100ths Dollars (\$ 79.03), commencing on the first day of September, 1958, and continuing on the first day of each month thereafter until the principal and interest are fully paid, except that the final payment of principal and interest, if not sooner paid, shall be due and payable on ~~October 1, 1968~~ July 17, 1988, ~~XX~~. Privilege is reserved to prepay at any time, without premium or fee, the entire indebtedness or any part thereof not less than the amount of one installment, or one hundred dollars (\$100), whichever is less.

AND WHEREAS, this Mortgage shall also secure future advances so far as legally permissible at the date hereof.

AND WHEREAS, it was a condition precedent to the making of the aforesaid loan that the repayment thereof, with interest, should be secured by the execution of these presents.

NOW, THEREFORE, THIS MORTGAGE WITNESSETH, That in consideration of the premises and the sum of One Dollar (\$1) this day paid, the receipt whereof is hereby acknowledged, the Mortgagor does hereby grant, convey, and assign unto the Mortgagee, its successors and assigns, all the following described property in Anne Arundel County, in the State of Maryland, to wit:

BEING known and designated as Lot No. 105, Block A, as shown on plat "Blossom Hills, Section 1, Second Amendment" dated April 1957, by James D. Hicks & Associates, Registered Surveyors, and recorded among the Plat Records of Anne Arundel County in Plat Book 29, folio 34.

BEING the same lot of ground which by Deed dated of even date herewith and recorded or intended to be recorded among the Land Records of Anne Arundel County immediately prior hereto was granted and conveyed by Old Oreams Building and Development Corporation unto the within named Mortgagors.

FILED

TOGETHER with all buildings and improvements now and hereafter on said land, and the rights and appurtenances thereunto belonging or in anywise appertaining, and the rents, issues, and profits of the above described property, (provided, however, that the Mortgagor shall be entitled to collect and retain the said rents, issues, and profits until default hereunder); and all fixtures now or hereafter attached to or used in connection with the premises herein described and in addition thereto the following described household appliances, which are, and shall be deemed to be, fixtures and a part of the realty, and are a portion of the security for the indebtedness herein mentioned:

Norge Washer \$140.00

Dryer 135.00

To HAVE AND TO HOLD the above described property and improvements unto the said Mortgagee, its successors and assigns, **forever in fee simple**

PROVIDED, That this conveyance shall be null and void upon the performance of all conditions and stipulations mentioned herein and upon the full payment of the principal debt secured hereby, and the interest thereon, and all moneys advanced or expended, and all other proper costs, charges, commissions and expenses as herein provided. When this mortgage shall have been fully paid off in accordance with its terms and tenor, it will be duly released by the Mortgagee at the request and expense of the Mortgagor, but in the event of default in the payment of any installment of principal or interest as above provided (it being agreed that the default shall exist only if not made good prior to the due date of the next such installment), or if there be a default in any of the conditions, stipulations or covenants of this mortgage, then the Mortgagee may exercise the option of treating the remainder of the mortgage debt hereby secured due and payable. Failure to exercise this option shall not constitute a waiver of the right to exercise it in the event of any subsequent default.

The Mortgagor, in order more fully to protect the security of this mortgage, covenants and agrees as follows:

1. Together with, and in addition to, the monthly payments of principal and interest payable under the terms of the mortgage note hereby secured, the Mortgagor will pay to the Mortgagee, on the first day of each month until the said note is fully paid the following sums:

(a) A sum equal to the ground rents, if any, next due, plus the premiums that will next become due and payable on policies of fire and other hazard insurance covering the mortgaged property, plus taxes and assessments next due on the mortgaged property (all as estimated by the Mortgagee, and of which the Mortgagor is notified) less all sums already paid therefor divided by the number of months to elapse before one month prior to the date when such ground rents, premiums, taxes and assessments will become delinquent, such sums to be held by Mortgagee in trust to pay said ground rents, premiums, taxes and special assessments.

(b) The aggregate of the amounts payable pursuant to subparagraph (a) and those payable on the note secured hereby, shall be paid in a single payment each month, to be applied to the following items in the order stated:

- (I) ground rents, if any, taxes, special assessments, fire and other hazard-insurance premiums;
- (II) interest on the indebtedness secured hereby; and
- (III) amortization of the principal of said indebtedness.

Any deficiency in the amount of such aggregate monthly payment shall, unless made good by the Mortgagor prior to the due date of the next such payment, constitute an event of default under this Mortgage. At Mortgagee's option, Mortgagor will pay a "late charge" not exceeding four per centum (4%) of any installment when paid more than fifteen (15) days after the due date thereof to cover the extra expense involved in handling delinquent payments, but such "late charge" shall not be payable out of the proceeds of any sale made to satisfy the indebtedness secured hereby, unless such proceeds are sufficient to discharge the entire indebtedness and all proper costs and expenses secured thereby.

2. If the total of the payments made by the Mortgagor under (a) of paragraph 1 preceding shall exceed the amount of the payments actually made by the Mortgagee for ground rents, taxes, assessments, or insurance premiums, as the case may be, such excess shall be credited on subsequent payments to be made by the Mortgagor for such items or at Mortgagee's option, shall be refunded to Mortgagor. If, however, such monthly payments shall not be sufficient to pay such items when the same shall become due and payable, then the Mortgagor shall pay to the Mortgagee any amount necessary to make up the deficiency. Such payments shall be made within thirty (30) days after written notice from the Mortgagee stating the amount of the deficiency, which notice may be given by mail. If at any time the Mortgagor shall tender to the Mortgagee, in accordance with the provisions of the note secured hereby, full payment for the entire indebtedness, the Mortgagee shall, in computing the amount of such indebtedness, credit to the account of the Mortgagor any credit balance remaining under the provisions of (a) of paragraph 1 hereof. If there shall be a default under any of the provisions of this mortgage resulting in a public sale of the premises covered hereby, or if the Mortgagee acquires the property otherwise after default, the Mortgagee shall apply, at the time of the commencement of such proceedings, or at the time the property is otherwise acquired, the amount then remaining to credit of Mortgagor under (a) of paragraph 1 preceding, as a credit on the interest accrued and unpaid and the balance to the principal then remaining unpaid on the mortgage debt.

3. The lien of this instrument shall remain in full force and effect during any postponement or extension of the time of payment of the indebtedness or any part thereof secured hereby.

4. He will pay all taxes, assessments, water rates and other governmental or municipal charges, fines or impositions, and ground rents for which provision has not been made hereinbefore, and will promptly deliver the official receipts therefor to the Mortgagee. In default of such payment by the Mortgagor, the Mortgagee may pay the same, and any sum or sums so paid by the Mortgagee shall be added to the mortgage debt hereby secured, shall be payable thirty (30) days after demand, shall bear interest at the rate provided for in the principal indebtedness from date of payment and shall be secured by this mortgage.

5. Upon the request of the Mortgagee the Mortgagor shall execute and deliver a supplemental note or notes for the sum or sums advanced by the Mortgagee for the alteration, modernization, improvement, maintenance, or repair of said premises, for taxes or assessments against the same and for any other purpose authorized hereunder. Said note or notes shall be secured hereby on a parity with and as fully as if the advance evidenced thereby were included in the note first described above. Said supplemental note or notes shall bear interest at the rate provided for in the principal indebtedness and shall be payable in approximately equal monthly payments for such period as may be agreed upon by the creditor and debtor. Failing to agree on the maturity, the sum or sums so advanced shall be due and payable 30 days after demand by the creditor. In no event shall the maturity extend beyond the ultimate maturity of the note first described above.

6. He will keep the said premises in as good order and condition as they are now and will not commit or permit any waste thereof, reasonable wear and tear excepted.

7. He will continuously maintain hazard insurance, of such type or types and amounts as the Mortgagee may from time to time require, on the improvements now or hereafter on said premises, and except when payment for all such premiums has theretofore been made under (a) of paragraph 1 hereof, will pay promptly when due any premiums therefor. All insurance shall be carried in companies approved by the Mortgagee and the policies and renewals thereof shall be held by the Mortgagee and have attached thereto loss payable clauses in favor of and in form acceptable to the Mortgagee. In event of loss Mortgagor will give immediate notice by mail to the Mortgagee, who may make proof of loss if not made promptly by Mortgagor, and each insurance company concerned is hereby authorized and directed to make payment for such loss directly to the Mortgagee instead of to the Mortgagor and Mortgagee jointly, and the insurance proceeds, or any part thereof, may be applied by the Mortgagee at its option either to the reduction of the indebtedness hereby secured or to the restoration or repair of the property damaged. In event of foreclosure of this mortgage, or other transfer of title to the mortgaged property in extinguishment of the indebtedness secured hereby, all right, title and interest of the Mortgagor in and to any insurance policies then in force shall pass to the purchaser or grantee.

8. Upon a default in any of the covenants or conditions of this mortgage, the Mortgagee shall be entitled, without notice to the Mortgagor, to the immediate appointment of a receiver of the property covered hereby, without regard to the adequacy or inadequacy of the property as security for the mortgage debt. Until there is a default under this mortgage the Mortgagor shall have the right to possession of the said property.

9. He specially warrants the property herein mortgaged, and he will execute such further assurances thereof as may be required.

If there is a default in any of the terms, conditions, or covenants of this mortgage, then the whole of the mortgage debt remaining unpaid, together with accrued interest thereon, shall, at the option of the Mortgagee, be deemed due and payable forthwith. AND the Mortgagor consents that a decree may be passed for the sale of said property (the sale to take place after a default under this mortgage shall have continued for thirty days) and the said Mortgagor hereby authorizes and directs the said Mortgagee, its successors or assigns, or **Joseph J. Callahan or Walter S. Calwell**, its duly authorized attorney, after default shall have been made as aforesaid, in any of the conditions of this mortgage, to sell the hereby mortgaged premises, and any such sale whether under the above assent to a decree or under the above power of sale, shall be under the provisions of Article LXVI of the Public General Laws of Maryland, or under any other general or local law of the State of Maryland, relating thereto, or any supplement, amendment, or

addition thereto. Upon any sale of said property under this mortgage, whether under the above assent to a decree or under the above power of sale, the proceeds of sale shall be applied as follows, to wit: first, to the payment of all expenses incident to said sale, including a counsel fee of Fifty Dollars for conducting the proceedings; and also a commission to the party making said sale equal to the commission allowed trustees for making sales of property under decree of a court of equity in Maryland; second, to the payment of all claims of the Mortgagee, its successors or assigns hereunder, whether or not the same shall have then matured; third, to the reimbursement of the Veterans Administration for any sums paid by it on account of the guaranty or insurance of the indebtedness secured hereby; and fourth, the balance, if any, to the said Mortgagors, their heirs, or personal representatives or assigns.

If the indebtedness secured hereby be guaranteed or insured under the Servicemen's Readjustment Act, as amended, such Act and Regulations issued thereunder and in effect on the date hereof shall govern the rights, duties, and liabilities of the parties hereto, and any provisions of this or other instruments executed in connection with said indebtedness which are inconsistent with said Act or Regulations are hereby amended to conform thereto.

The covenants herein contained shall bind, and the benefits and advantages shall inure to, the respective heirs, executors, administrators, successors and assigns of the parties hereto. Whenever used, the singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders, and the term "Mortgagee" shall include any payee of the indebtedness hereby secured or any transferee thereof whether by operation of law or otherwise.

WITNESS the signature(s) and seal(s) of the Mortgagor(s) on the day and year first above written.

Witness:

JOHN R. HOLLAND, JR.

Nancy C. Moss [SEAL]
Harvey C. Moss

Catherine A. Moss [SEAL]
Catherine A. Moss

STATE OF MARYLAND, CITY OF BALTIMORE

to wit:

LIBER 1221 PAGE 109

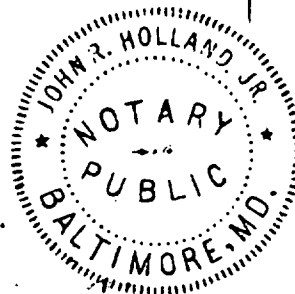
I HEREBY CERTIFY, That on this 18th day of July, 1958, before me, the subscriber, a Notary Public of the State of Maryland, in and for the City aforesaid, personally appeared **Harvey C. Moss and Catherine A. Moss, his wife** the above named Mortgagors, and they acknowledged the foregoing mortgage to be their act.

At the same time also personally appeared **Walter S. Calwell**, the Agent of the within body corporate, Mortgagee, and made oath in due form of law that the consideration of said mortgage is true and bona fide as therein set forth; and also made oath that he is the agent of the Mortgagee and is duly authorized to make this affidavit.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal the day and year aforesaid.

JOHN R. HOLLAND, JR.

Notary Public.



Rec'd for record July 22 1958 at 3:22 PM.
Mailed to The Colonial Title Guarantee Co.

IN THE CIRCUIT COURT
FOR
ANNE ARUNDEL COUNTY
(In Equity)

WALTER S. CALWELL,
Attorney Named in Mortgage

VS.

HARVEY C. MOSS AND
CATHERINE A. MOSS, HIS WIFE

PLAINTIFF'S EXHIBIT "A"

BOOK 151 PAGE 325

WALTER S. CALWELL,
Attorney Named in Mortgage

VS.

HARVEY C. MOSS AND

CATHERINE A. MOSS, HIS WIFE

IN THE

ANNE ARUNDEL
Circuit Court for Baltimore County

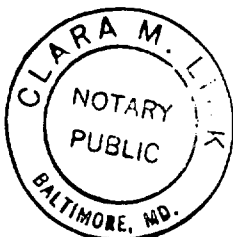
IN EQUITY

No. 15, 923

STATEMENT OF MORTGAGE DEBT

Statement of the Mortgage Claim of Baltimore Federal Savings and Loan Associationunder the mortgage from Harvey C. Moss and Catherine A. Moss, his wifeto Baltimore Federal Savings and Loan Associationdated the 18th day of July, 1958, and recorded among the LandRecords of Baltimore County in Liber G.T.C. No. 1221 Folio 105Amount of Mortgage \$15,150.00Less - amount paid on principal 1,192.9913,957.01Plus - interest to 10/9/63 348.0614,305.07Less - balance in expense account 14.5214,290.55

CITY

STATE OF MARYLAND, ~~COUNTY~~ OF BALTIMORE, Md.I HEREBY CERTIFY, that on this 14th day of October in the
year nineteen hundred and sixty-three, before me, the subscribera Notary Public City
of the State of Maryland, in and for said ~~County~~
of Baltimore, personally appeared Eugene K. Reilly, Vice President of Baltimore
Federal Savings and Loan Association, holder of the Mortgagethe ~~subscriber~~ in the above entitled cause, and made oath that the foregoing is a just and true state-
ment of the amount of the mortgage claim under the mortgage filed in the said cause now remaining
due and unpaid.

Clara M. Link
Clara M. Link, Notary Public

1963 OCT 15 AM 9:15

No. 15, 923

MILITARY AFFIDAVIT

Docket folio-

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY, That on this 14th day of October 19 63 before me, the subscriber, a Notary Public of the State of Maryland, in and for the City aforesaid, personally appeared Walter S. Calwell

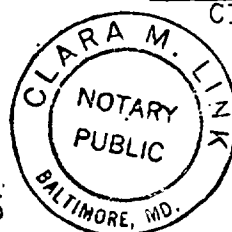
and made oath in due form of Law that the Defendant s, Harvey C. Moss and Catherine A. Moss, his wife

against whom foreclosure proceedings were instituted are not in the Military Service of the United States or of any Nation with which the United States is allied in the present war, that they have not been ordered to report for induction under the Selective Training and Service Act of 1940, that they are not members of the Enlisted Reserve Corps, and have not been ordered to report for service therein,

and that the Affiant's source of information was the family of the Defendant

Walter S. Calwell
Walter S. Calwell

Clara M. Link
Clara M. Link - Notary Public



FILED

1963 OCT 15 AM 9:15

CALLAHAN and CAL. J.L.
Solicitors
Baltimore 2, Md.

Attorney's Sale

Of Valuable Fee Simple Property

Under and by virtue of the power and authority contained in a Mortgage from Harvey C. Moss and Catherine A. Moss, his wife, to Baltimore Federal Savings and Loan Association, dated July 18th, 1958 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 1221 folio 105 (default having occurred thereunder) the undersigned, Attorney, will sell at Public Auction on the premises on

Tues., Nov. 19, 1963
at 3:45 P.M.

all that fee simple lot of ground situate and lying in the Third Election District of Anne Arundel County, at Blossom Hills, near Mountain Road at Jacobsville, Lake Shore area, and described as follows:

BEING known and designated as Lot No. 105, Block A, as shown on plat "Blossom Hills, Section 1, Second Amendment" dated April 1957, by James D. Hicks & Associates, Registered Surveyors, and recorded among the Plat Records of Anne Arundel County in Plat Book 29, folio 34.

Together with the buildings thereupon, and all rights, alleys, ways, waters, privileges, appurtenances and advantages, thereunto belonging, or in anywise appertaining

Subject to any restrictive covenants, and/or Utility Agreements, of record, affecting the property

The improvements consist of a one story frame bungalow, containing 5 rooms (3 bedrooms), 1 bath, forced warm air oil fired heat.

TERMS OF SALE: A cash deposit of \$500.00 will be required of the purchaser at the time and place of sale, balance of purchase price upon final ratification of sale by the Circuit Court for Anne Arundel County and to bear interest from date of sale to settlement. Taxes and all other expenses, including Sanitary District charges, if any and all other assessments and public charges to be adjusted to date of sale. Cost of all documentary stamps, and County transfer tax, if any, shall be borne by the purchaser.

WLATER S. CALWELL
Attorney Named in Mortgage
E.T. NEWELL & CO., INC.
Auctioneer

N-14

OFFICE

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

CERTIFICATE OF PUBLICATION

Annapolis, Md., November 16 1963

We hereby certify, that the annexed

Attorney's Sale

Harvey C. Moss

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel

County, Maryland, once a week for 4

successive weeks before the 19th

day of November, 1963. The first

insertion being made the 24th day of

October, 1963.

Nov 1963 THE CAPITAL-GAZETTE PRESS, INC.

18

By

H. Tilghman

BOOK 151
PAGE 327

227 ST. PAUL STREET
BALTIMORE, MD.60 JOHN STREET
NEW YORK, N. Y.

BOND NO. 0466-027452265-63

Know All Men by These Presents:

That we Walter S. Calwell - Baltimore Federal Building -
Baltimore, Maryland as Principal
 and NEW AMSTERDAM CASUALTY COMPANY, a corporation, organized and existing under and by virtue
 of the laws of the State of New York, and authorized to do a surety business in the State of Maryland, as Surety,
 are held and firmly bound unto the State of Maryland in the full and just sum of
FOURTEEN THOUSAND, THREE HUNDRED AND NO/100 -- (\$14,300.00) --- Dollars,
 to be paid to the said State, or its certain Attorney, to which payment, well and truly to be made and done, we
 bind ourselves, and each of us, our, and each of our Heirs, Executors and Administrators, jointly and severally,
 firmly by these presents.

Sealed with our seals, and dated this 15th
 day of November in the year nineteen hundred and sixty-three.

Whereas, the above bounden Walter S. Calwell

by virtue of the power contained in a Mortgage from Harvey C. Moss and Catherine A.
Moss, his wife, to the Baltimore Federal Savings & Loan Association
 bearing date the 18th day of July nineteen hundred and fifty-eight
 and recorded among the Land Records of Anne Arundel County, in Liber G.T.C.
 No. 1221, Folio 105, and

Lot 105, Block A, Blossom Hills, Anne Arundel County, Maryland
 is about to sell the land and premises described in said Mortgage, default having been made in the payment of
 the money as specified, and in the conditions and covenants therein contained.

Now the Conditions of this Obligation are Such, That if the above bounden
Walter S. Calwell

do and shall well and truly and faithfully perform the trust reposed in him under the
 Mortgage aforesaid, and shall abide by and fulfill any order or decree which shall be made by any Court of Equity
 in relation to the sale of said mortgaged property, or the proceeds thereof, then the above obligation to be void,
 otherwise to be and remain in full force and virtue in law.

Signed, Sealed and Delivered
 in the presence of

Clara M. Irish

Walter S. Calwell (Seal)
Walter S. Calwell (Seal)

~~AMSTERDAM~~

Witness as to Surety:

J. McDuffie
J. McDuffie

(Seal)
 NEW AMSTERDAM CASUALTY COMPANY

Bond approved this 19th day of November, 1963
Louis N. Phipps, Clerk
 By J. Richard Hauschild,
 Attorney-in-fact

NOV 19 1963

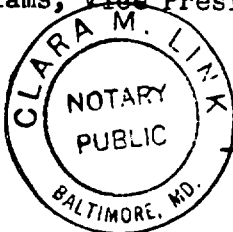
WALTER S. CALWELL,	:	IN THE CIRCUIT COURT
Attorney Named in Mortgage	:	
VS.	:	FOR
	:	
HARVEY C. MOSS AND	:	ANNE ARUNDEL COUNTY
CATHERINE A. MOSS, HIS WIFE	:	Equity No. 15,923

STATE OF MARYLAND, CITY OF BALTIMORE, Sct:

I HEREBY CERTIFY, That on this 19th day of
November , 1963, before me, the subscriber, a Notary
Public of the State of Maryland, in and for said City
, personally appeared Charles E. Williams Vice President
of Baltimore Federal Savings and Loan Association
purchaser at the foreclosure sale in this cause, and
made oath in due form of law that it is/are the
purchaser and purchased same as principal and not as
agent for anyone, and that it has/have not directly or
indirectly discouraged anyone from bidding for the said
property
mentioned in the said Report of Sale.

BALTIMORE FEDERAL SAVINGS AND
LOAN ASSOCIATION

BY *Charles E. Williams*
Purchaser
Charles E. Williams, Vice President



Clara M. Link
Clara M. Link Notary Public

FILED
NOV 21 AM 10:29

WALTER S. CALWELL,	:	IN THE CIRCUIT COURT
Attorney Named in Mortgage	:	
VS.	:	FOR
	:	ANNE ARUNDEL COUNTY
	:	(In Equity) - No. 15,923
HARVEY C. MOSS AND	:	
CATHERINE A. MOSS, HIS WIFE	:	
	:	

REPORT OF SALE

TO THE HONORABLE THE JUDGE OF SAID COURT:-

The Report of Sale of Walter S. Calwell, Attorney Named in Mortgage, dated July 18th, 1958 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 1221 folio 105 from said Harvey C. Moss and Catherine A. Moss, his wife to the Baltimore Federal Savings and Loan Association, which Mortgage is filed in said cause pending, respectfully shows -

That after giving Bond, with security for the faithful discharge of his trust, which was duly filed and approved, and having given notice of the time, place, manner and terms of sale by advertisement inserted in "The Maryland-Gazette"

a newspaper published in Anne Arundel County for more than three successive weeks preceding the day of sale, Walter S. Calwell, Attorney, under and by virtue of the power and authority contained in said Mortgage (after default having occurred thereunder) did, pursuant to said notice, on the 19th day of November, 1963 at 3.45 P.M., attend on the premises and then and there sold the fee simple property situate, lying and being in Anne Arundel County

being known and designated as Lot No. 105, Block A, as shown on Plat of "Blossom Hills, Section 1, Second Amendment" dated April 1957, by James D. Hicks & Associates, Registered Surveyors, and recorded among the Land Records of Anne Arundel County in Plat Book 29 folio 34; more particularly and at length described in the aforementioned Mortgage, and in the attached advertisement of sale.

1963 NOV 21 AM 10:29

FILED

CALLAHAN and CALWELL
Solicitors
Baltimore 2, Md.

**Attorney's
Sale**

**Of Valuable Fee Simple
Property**

Under and by virtue of the power and authority contained in a Mortgage from Harvey C. Moss and Catherine A. Moss, his wife, to Baltimore Federal Savings and Loan Association, dated July 18th, 1958 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 1221 folio 105 (default having occurred thereunder) the undersigned, Attorney, will sell at Public Auction on the premises on

**Tues., Nov. 19, 1963
at 3:45 P.M.**

all that fee simple lot of ground situate and lying in the Third Election District of Anne Arundel County, at Blossom Hills, near Mountain Road at Jacobsville, Lake Shore area, and described as follows:

BEING known and designated as Lot No. 105, Block A, as shown on plat "Blossom Hills, Section 1, Second Amendment" dated April 1957, by James D. Hicks & Associates, Registered Surveyors, and recorded among the Plat Records of Anne Arundel County in Plat Book 29, folio 34.

Together with the buildings thereupon, and all rights, alleys, ways, waters, privileges, appurtenances and advantages, thereunto belonging, or in anywise appertaining

Subject to any restrictive covenants, and/or Utility Agreements, of record, affecting the property

The improvements consist of a one story frame bungalow, containing 5 rooms (3 bedrooms), 1 bath, forced warm air oil fired heat.

TERMS OF SALE: A cash deposit of \$500.00 will be required of the purchaser at the time and place of sale, balance of purchase price upon final ratification of sale by the Circuit Court for Anne Arundel County and to bear interest from date of sale to settlement. Taxes and all other expenses, including Sanitary District charges, if any and all other assessments and public charges to be adjusted to date of sale. Cost of all documentary stamps, and County transfer tax, if any, shall be borne by the purchaser.

WALTER S. CALWELL
Attorney Named in Mortgage

E.T. NEWELL & CO., INC.
Auctioneer

N-14

BOOK 151 PAGE 331

BY TERMS OF SALE, a cash deposit of Five Hundred (\$500.00) Dollars was required of the purchaser at the time and place of sale and taxes and other expenses, including Metropolitan Sanitary and District liens, if any, be adjusted to day of sale.

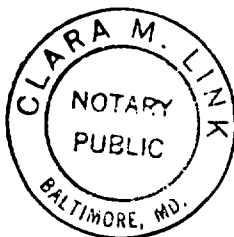
The property was sold to Baltimore Federal Savings and Loan Association, in fee simple, at and for the sum of Thirteen Thousand Four Hundred (\$13,400.00) Dollars, said purchaser being then and there the highest bidder.



Walter S. Calwell,
Attorney Named in Mortgage

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY, That on this 20th day of November, 1963 before me, the subscriber, a Notary Public of the State of Maryland, in and for the City of Baltimore aforesaid, personally appeared Walter S. Calwell, Attorney Named in the Mortgage and made oath in due form of Law that the facts stated in the foregoing Report of Sale are true, as therein set forth, and that the sale thereby reported was fairly made.

WITNESS my hand and Notarial seal.




Clara M. Link, Notary Public

BOOK 151 PAGE 332

versus

CATHERINE A. MOSS, HIS WIFE

FOR

No. 15,923 Equity

versus

CATHERINE A. MOSS

FOR

ANNE ARUNDEL COUNTY

Term, 19

B. Bonni Duschelt
JUDGE.

FILED

1963 DEC 31 AM 11:06

WALTER S. CALWELL, : IN THE CIRCUIT COURT
 Attorney Named in Mortgage :
 vs. : FOR
 : ANNE ARUNDEL COUNTY
 HARCEY C. MOSS AND :
 CATHERINE A. MOSS, HIS WIFE : In Equity - No. 15923

PETITION TO SUBSTITUTE A PURCHASER

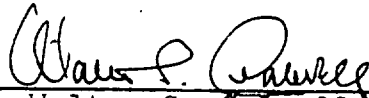
TO THE HONORABLE THE JUDGE OF SAID COURT:

The Petition of Walter S. Calwell, Attorney Named in the Mortgage, respectfully represents unto your Honor:

That your Petitioner, by his Report of Sale filed in these proceedings ~~on the~~ ~~day of~~ ~~196~~ sold certain property situated in Lot No. 105, Block A, on Plat of "Blossom Hills, Section County, known as ~~1~~ 1, Second Amendment" and described in these proceedings to Baltimore Federal Savings and Loan Association.

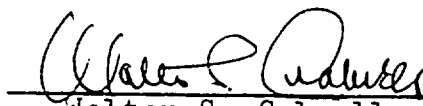
That the said purchaser has requested your Petitioner to substitute as purchaser in its place and stead, J. S. Gleason, Jr., as Administrator of Veterans' Affairs, who has requested to be so substituted.

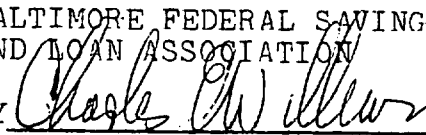
WHEREFORE YOUR PETITIONER PRAYS that this Honorable Court pass an Order substituting J. S. Gleason, Jr., Administrator of Veterans' Affairs, as purchaser in the place and stead of Baltimore Federal Savings and Loan Association.


 Walter S. Calwell,
 Attorney Named in Mortgage

ASSENT

We Hereby assent to the relief prayed in the foregoing Petition.


 Walter S. Calwell,
 Attorney Named in Mortgage

BALTIMORE FEDERAL SAVINGS
 AND LOAN ASSOCIATION
 BY 
 Charles E. Williams
 Vice President

FILED

1963 NOV 21 AM 10:29

ORDER

UPON the foregoing Petition and Assent, it
is hereby this 22nd day of November 1963

ORDERED by the Circuit Court for Anne Arundel
County (In Equity) that J. S. Gleason, Jr., Administrator
of Veterans' Affairs be and he is hereby substituted as
purchaser of the property mentioned in these proceedings,
known as ~~Max~~ Lot No. 105, Block A, as shown on Plat of "Blossom Hills,
Section 1, Second Amendment", Anne Arundel
County, Maryland, in the place and stead of Baltimore
Federal Savings and Loan Association.

U. Brown Duckett
Judge

FILED
1963 NOV 26 AM 11:21

Order Nisi

IN THE CIRCUIT COURT FOR
ANNE ARUNDEL COUNTY
NO. 15,923 EQUITY

WALTER S. CALWELL, Attor-
ney Named in Mortgage
versus

HARVEY C. MOSS and
CATHERINE A. MOSS, his wife

Ordered, this 21st day of No-
vember, 1963, That the sale of
the property in these pro-
ceedings mentioned made and
reported by Walter S. Calwell,
Attorney Named in Mortgage
BE RATIFIED AND CONFIRM-
ED, unless cause to the con-
trary thereof be shown on or be-
fore the 30th day of December
next; Provided, a copy of this
Order be inserted in some news-
paper published in Anne Arun-
del County, once in each
of three successive weeks before
the 30th day of December, next.

The report states that the
amount of sale was \$13,400.00.

LOUIS N. PHIPPS, Clerk

True Copy, TEST:

LOUIS N. PHIPPS, Clerk

D-19

OFFICE OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

BOOK 151 PAGE 335

CERTIFICATE OF PUBLICATION

Annapolis, Md., December 20, 1963

We hereby certify, that the annexed

Order Nisi Sale
E.g. 15,923
Harvey C. Moss

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel
County, Maryland, once a week for 4

successive weeks before the 30th

day of December, 1963. The first

insertion being made the 25th day of

November, 1963.

FILED

THE CAPITAL-GAZETTE PRESS, INC.

1963 DEC 23 AM 9:52

No. M. C. 24-27

By H. Tilghman

16

In the Case of

Walter S. Calwell, Attorney Named in
Mortgage

VS.

Harry C. Moss and Catherine A. Moss, his
wife

In the

Circuit Court

For

Anne Arundel County

No. 15,923 Equity

To the Honorable, the Judges of said Court:

The Auditor reports to the Court that he has examined the proceedings in the above entitled cause, and from them he has stated the within account, and that he has this day given notice of the filing of this account to all parties and persons who have filed a claim to the proceeds of sale herein, in accordance with General Equity Rule #595.

All of which is respectfully submitted.

January 21, 1964

Arthur A. Audusay
Auditor.

FINAL ORDER

ORDERED BY THE COURT, this 6th day of February, 1964, that the foregoing Report and Account of the Auditor be and the same is hereby finally ratified and confirmed, no cause to the contrary having been shown, and that the Trustee apply the proceeds accordingly with a due proportion of interest as the same has been or may be received.

Louis H. Phipps
Clerk
Per: *A. Janikowski*, deputy

FILED

1964 FEB -6 AM 10:11

Dr. Mortgaged Real Estate of Harry C. Moss and Catherine A. Moss, his wife

In Acct. with Walter S. Calwell, Attorney Named in Mortgage

Cr.

By	Amount of Sale, as per Attorney's Report						
	of Sale filed			13,400	00		
By	Interest, 6%, on deferred payment						
	\$12,900.00 from 11/19/63 to 1/2/64			96	03		
By	Adjustment, taxes, from 11/19/63 to						
	12/31/63			25	11		
						13,521	14
To	Attorney, for fee, viz	50	00				
To	Attorney, for commission, viz	432	00				
				482	00		
To	Attorney, for Court costs, viz						
	Plaintiff's Solicitor appearance fee	10	00				
	Clerk, Court costs	31	25				
	Auditor, this account	22	50				
				63	75		
To	Attorney, for expenses, viz						
	Capital-Gazette Press, Inc.						
	Adv. & Nisi - Sale	95	52				
	New Amsterdam Casualty Co. - Bond	57	20				
	E. T. Newell & Co., Inc. - Auctioneer's						
	fee	35	00				
	Notary fee	1	25				
				188	97		
To	Baltimore Federal Savings & Loan Assoc.,						
	Mortgagee, on account of Mortgage claim	12,786	42				
				12,786	42		
						13,521	14
	Balance due on Mortgage as per claim						
	filed	14,290	55				
	Interest, 4 3/4%, on principal balance						
	\$13,942.49, from 10/10/63 to 2/1/64	200	82				
		14,491	37				
	Credit amount allowed above	12,786	42				
	This amount subject to decree in personam			1,704	95		

AURORA FEDERAL SAVINGS AND LOAN

ASSOCIATION, a body corporate,

vs.

ARCHIE W. LANDEN, SR., and

CHRISTINE LANDEN, his wife

Docket Folio
 Case No. 15, 951
 Filed

IN THE
CIRCUIT COURT

FOR

ANNE ARUNDEL.....COUNTY

IN EQUITY

No. 15, 951

To the Honorable, the Judge of said Court:

The petition of the plaintiff respectfully represents

That on the.....16th.....day of.....November.....A.D.....1956.....the defendant s executed and delivered to AURORA FEDERAL SAVINGS & LOAN ASSOCIATION, a body corporate, a mortgage upon certain.....leasehold.....property in.....Anne Arundel.....County, therein described, to secure the payment of the mortgage debt of \$.....10,190.00.....and interest as therein mentioned, wherein said mortgagors assented to the passage of a decree for the sale of said mortgaged property, to take place at any time after any default in any covenant or condition of said mortgage; all which will appear from said mortgage, marked "Petitioner's Exhibit No. 1," and filed herewith as part of this petition.

That your Petitioner files herewith an affidavit by DWIGHT F. BRUNK, President of AURORA FEDERAL SAVINGS AND LOAN ASSOCIATION, a body corporate, concerning the military status of the defendants herein, who are the present owners of the mortgaged property, which affidavit is marked "PETITIONER'S EXHIBIT NO. 2," and prayed to be taken as a part of this Petition.

That default has now occurred in the performance of the covenants of said mortgage and in the payment of the debt now due to the plaintiff and secured by the aforesaid mortgage.

And your petitioner prays that a decree may be passed for the sale of said property in accordance with the terms of said mortgage.

And as in duty, &c.


 William F. Padlich

Attorney for Plaintiff

FILED

1959 OCT 28 AM 9:05

PETITIONER'S EXHIBIT NO. 1

This Mortgage, made this - 16th day of November

in the year one thousand nine hundred and fifty-six, between

ARCHIE W. LANDEN, SR., and CHRISTINE LANDEN, his wife, ----- of

Anne Arundel County -----, in the State of Maryland, Mortgagor(s),

and Aurora Federal Savings and Loan Association, a body corporate, duly incorporated, Mortgagee.

WHEREAS the said Aurora Federal Savings and Loan Association has this day loaned to said ARCHIE W. LANDEN, SR., and CHRISTINE LANDEN, his wife, ----- the sum of Ten Thousand One Hundred Ninety and 00/100 (\$10,190.00) ----- dollars, being the balance of the purchase money for the Property herein described, which said sum the said Mortgagor(s) agree(s) to repay in installments with interest thereon from the date hereof, at the rate of five & one-half (5½%) per cent per annum, in the manner following:

By the payment of Sixty-two and 60/100 (\$62.60) ----- dollars on or before the - 20th - day of each and every month from the date hereof, until the whole of said principal sum and interest shall be paid, which interest shall be computed by the calendar month; and the said installment payments may be applied by the mortgagee in the following order:

FIRST: To the payment of interest at the rate aforesaid.

SECOND: Towards the payment of the aforesaid principal sum.

AND WHEREAS this Mortgage shall also secure future advances as provided by Chapter 923 of the Laws of Maryland passed at the January session in the year 1945 or any supplement thereto.

AND WHEREAS, it is further understood and agreed by and between the parties hereto that this loan may be prepaid, in whole or in part, and when, in any one year, the amount prepaid equals or exceeds 20% of the original principal amount of the loan, six months' advance interest, for the aggregate amounts of such prepayments, shall be charged as a consideration for the acceptance of such prepayment(s).

The due execution of this mortgage having been a condition precedent to the granting of said advance.

NOW THEREFORE, this mortgage witnesseth, that in consideration of the premises and of one dollar, the said ARCHIE W. LANDEN, SR., and CHRISTINE LANDEN, his wife, ----- do(th) grant, convey and assign unto said Aurora Federal Savings and Loan Association, its successors and assigns, all that land and premises situate and lying in Third Election District of Anne Arundel County,

State of Maryland, and described as follows:

ALL that lot of ground and premises known and designated as Lot Numbered One Hundred Sixty-seven (167) situated on the southeast side of Crawford Drive, as shown upon the Plat of Section Five (5) of LEHIGH, which Plat is recorded among the Land Records of Anne Arundel County in Plat Book No. 26, Folio 35. The improvements thereon being known as No. 1205 Crawford Drive.

BEING THE SAME lot of ground described in a Deed dated of even date herewith and recorded or intended to be recorded among the Land Records of Anne Arundel County prior hereto from The Dixie Corporation unto the Mortgagors herein.

FILED

1963 OCT 28 AM 9:05

BOOK 151 PAGE 340

LIBER 1083 PAGE 98

Together with the improvements thereon, and the rights or appurtenances thereto belonging or appertaining. **TO HAVE AND TO HOLD** the said lot(s) of ground and premises unto the said mortgagee, its successors and assigns, ~~in fee simple, forever~~ during the residue of the term of years yet to come and unexpired therein, with the right and benefit of renewal of said term forever, subject to the payment of the yearly rent of One Hundred Eight (\$108.00) Dollars payable in even and equal half-yearly installments on the 6th days of February and August in each and every year.

If, however, the said Mortgagor(s) shall make the payments and perform the covenants herein contained, then this mortgage shall be void.

And the said mortgagor(s) covenant(s) with the said Aurora Federal Savings and Loan Association, as follows:

- I. To repay the indebtedness, together with interest, as herein provided.
- II. To pay a "late charge", not to exceed four per cent. (4%) of any installment which is not paid within twenty (20) days of the due date thereof, to cover the extra expense involved in handling delinquent payments.
- III. To pay to the Attorney for the Mortgagee, at the time when the final payment necessary to discharge the mortgage debt is made, the necessary costs and expenses incident to the preparation and recording of a release of this mortgage.
- IV. To keep the buildings on the premises insured against loss by fire and other hazards, as may be required by the mortgagee, for the benefit of the mortgagee in such insurance companies as are acceptable to the mortgagee, to the extent of its lien thereon, and to deliver the policy to the mortgagee. If any loss within the provisions of said policy takes place, such insurance companies are hereby directed to pay the amount of such loss to the mortgagee only; the mortgagor(s) hereby waiving all right to the possession of said payment until the mortgagee's claim under this mortgage has been fully paid and satisfied.
- V. Not to remove or demolish any buildings now on the premises and to keep the improvements in as good order and repair as at the present time, and upon the failure of the Mortgagor(s) to keep the buildings on said property in good condition and repair, the Mortgagee may demand the immediate repair of said buildings, or an increase in the amount of security, or the immediate repayment of the debt hereby secured; and the failure of the Mortgagor(s) to comply with said demand of the Mortgagee, for a period of thirty days shall constitute a breach of this mortgage, and, at the option of the Mortgagee, immediately mature the entire principal and interest hereby secured, and the Mortgagee, may, without notice, institute proceedings to foreclose this mortgage, and apply for the appointment of a Receiver, as herein provided.
- VI. To pay all ground rent (if any), taxes, water rent, insurance, public dues and assessments of every kind whatsoever, for which the property hereby mortgaged may become liable when payable, and, for the purpose of establishing a fund to assure said payments, the mortgagor(s) shall pay to the Mortgagee, on the -20th- day of each month, one-twelfth of the yearly aggregate of such items. In the event the Mortgagor(s) fail(s) to make the said payments, or establish the said fund, the Mortgagee is hereby authorized to pay said expenses, and the amount so paid shall then be added to the principal debt named herein and bear interest at the rate hereinbefore recited, from the date of said payment, and said mortgagee shall have a lien hereunder on said premises for the amount so paid, together with said interest thereon. Failure to establish the fund for the payment of the expenses above referred to shall constitute a default of this mortgage, for which foreclosure may be filed.
- VII. That the holder of this mortgage in any action to foreclose it, shall be entitled (without regard to the adequacy of any security for the debt) to the appointment of a receiver to collect the rents and profits of said premises and account therefor as the Court may direct.
- VIII. That should the title to the herein mortgaged property be acquired by any persons or corporation, other than the mortgagor(s), by voluntary or involuntary grant or assignment, by descent, inheritance, operation of law or in any other manner, without the mortgagee's written consent, then the whole of said principal sum shall become due and owing as herein provided.
- IX. That the whole of said principal sum shall become due after default in the payment of any monthly installment, as herein provided, for twenty days or after default in the performance of any of the foregoing covenants for twenty days.
- X. That, as soon as this mortgage becomes in default and is placed in the hands of an attorney for collection, there shall become due by the mortgagor(s), who hereby agree(s) to pay to the said attorney, a fee of thirty-five dollars for his services in and about the collection of the said mortgage debt, even though the debt hereby secured is fully paid upon the demand of said attorney and before the property herein described is advertised for sale under the decree or power of sale herein authorized.

AND the said Mortgagor(s) hereby assent(s) to the passage of a decree for the sale of the property hereby mortgaged, (the sale to take place after a default in any of the covenants or conditions of this mortgage as herein provided), and the said Mortgagor(s) hereby also authorize(s) the said Mortgagee, its successors or assigns, or William F. Podlich, its duly authorized Attorney or Agent, after any default in the terms of this mortgage, to sell the hereby mortgaged property, and any such sale, whether under the above assent to a decree or under the above power of sale, shall be under the provisions of Article LXVI of the Public General Laws of Maryland, or under any other General or Local Law of the State of Maryland relating to mortgages, or any supplement, amendment, or addition thereto. And upon any sale of said property, whether under the above assent to a decree or under the above power of sale, the proceeds shall be applied as follows: (1) to the payment of all expenses incident to such sale, including a fee of Thirty-five Dollars and a commission to the party making the sale of said property equal to the commission allowed Trustees for making sale of property by virtue of a decree of a Court having equity jurisdiction in the State of Maryland; (2) to the payment of all claims of the said Mortgagee, its successors or assigns, under this mortgage whether the same shall have matured or not; (3) the surplus (if any there be), to the said Mortgagor(s), his, her or their heirs, personal representatives or assigns, or to whomever may be entitled to the same.

AND the said mortgagor(s) do(th) hereby covenant and agree that immediately upon the first insertion of the advertisement or notice of sale as aforesaid under a decree for said sale or under the powers hereby granted, there shall be and become due by them to the party inserting said advertisement or notice, all expenses incident to said advertisement or notice, all court costs, attorney's fee and all expenses incident to the foreclosure proceedings under this mortgage and a commission on the total amount of the mortgage indebtedness, principal and interest equal to one-half of the percentage allowed as commission to trustees making sale under orders or decrees of the Circuit Court for the City or County in which the mortgaged property is situated, which said expenses, costs and assigns do(th) hereby covenant and agree to pay; and the said mortgagee, or said William F. Podlich, its said Attorney, shall not be required to receive the principal and interest only, of said mortgage debt in satisfaction thereof, unless the same be accompanied by a tender of the said expenses, costs and commission, but said sale may be proceeded with unless, prior to the day appointed therefor legal tender be made of said principal, interest, costs, attorney's fee, expenses and commission.

5

LIBER 1083 PAGE 100

AND the said mortgagor(s) hereby covenant(s) that the property herein described is unencumbered, except as may be herein set forth, that he, she, it or they will warrant specially the said property and that he, she, it or they will execute such further assurances thereof as may be requisite.

The covenants herein contained shall bind, and the benefits and advantages herein recited shall inure to, the respective heirs, executors, administrators, successors and assigns of the parties hereto.

WITNESS the hands and seals of said Mortgagors.

TEST:

Thelma B. Breeden
(Thelma B. Breeden)

Archie W. Landen Sr. (SEAL)
(Archie W. Landen, Sr.)

Christine Landen (SEAL)
(Christine Landen)

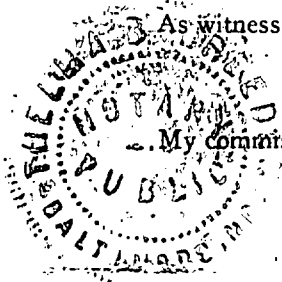
STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY, that on this - 16th - day of November, in the year one thousand nine hundred and fifty-six, before me, the subscriber, a Notary Public of the State of Maryland, in and for Baltimore City, personally appeared

ARCHIE W. LANDEN, SR., and CHRISTINE LANDEN, his wife, -----, the mortgagor(s), named in the foregoing mortgage and he, she or they acknowledged said mortgage to be his, her or their act.

At the same time also appeared, -----JOHN L. FISHER, -----, President of Aurora Federal Savings and Loan Association, a body corporate, the mortgagee, and made oath in due form of law that the consideration mentioned in said mortgage is true and bona fide as therein set forth.

As witness my hand and Notarial Seal.



Thelma B. Breeden
(Thelma B. Breeden) Notary Public.

My commission expires on May 6, 1957.

Rec'd for record Nov. 30 1956 at 11:48 AM.
Mailed to Podlich & Podlich

③6

MORTGAGE

FROM

ARCHIE W. LANDEN, SR., and

CHRISTINE LANDEN, his wife.

TO

AURORA FEDERAL SAVINGS AND
LOAN ASSOCIATION

Block No.

Received for record
19... at... o'clock
Same day recorded in Liber...
No... folio...
the Land Records of... and examined per...
Clerk.

Cost of Record \$ 8.50
WILLIAM F. PODLICH
ROBERT F. PODLICH
Attorneys at Law
301 BALTIMORE LIFE BLDG.
Charles Street at Saratoga
BALTIMORE (1) MD.

0

Property:

No. 1205 Crawford Drive
(Lot No. 167, Section 3-LEHIGH)

Description approved

20-73

Execution approved

PJB

STATEMENT OF MORTGAGE CLAIM

BOOK 151 PAGE 343

AURORA FEDERAL SAVINGS AND LOAN

ASSOCIATION, a body corporate,

vs.

ARCHIE W. LANDEN, SR., and

CHRISTINE LANDEN, his wife

DOCKET FOLIO
CASE NO.
FILED

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

IN EQUITY 720.15, 951

STATEMENT OF MORTGAGE DEBT

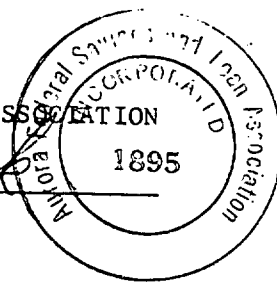
Statement of the Mortgage Claim of AURORA FEDERAL SAVINGS AND LOAN ASSOCIATION, a body corporate, under the mortgage from the above named defendants to AURORA FEDERAL SAVINGS AND LOAN ASSOCIATION, a body corporate, dated the 16th day of November, 1956, and recorded among the Land Records of Anne Arundel County in Liber GTC No. 1083, Folio 97, secured by the leasehold premises therein more fully described.

Original Loan	\$ 10,190.00
Amount repaid	<u>1,430.66</u>
Loan Balance	\$ 8,759.34
Interest to 11/26/63	<u>231.01</u>
	\$ 8,990.35
Expense Account Credit	<u>21.65</u>
	\$ 8,968.70

AURORA FEDERAL SAVINGS AND LOAN ASSOCIATION

By

Dwight F. Brunk, President



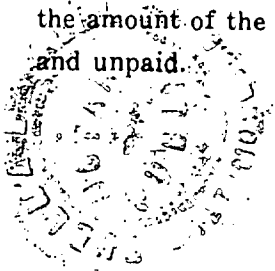
STATE OF MARYLAND, CITY OF BALTIMORE, Sect.

I HEREBY CERTIFY, That on this 25th day of October in the year nineteen hundred and sixty-three, before me, a Notary Public of the State of Maryland, in and for said City of Baltimore, personally appeared

DWIGHT F. BRUNK,

Vice-President of Aurora Federal Savings and Loan Association, a body corporate,

the plaintiff in the above entitled cause, and made oath that the foregoing is a true statement of the amount of the mortgage claim under the mortgage filed in the said cause now remaining due and unpaid.



As witness my hand and Notarial Seal,

FILED

1963 OCT 28 AM 9:10

Thelma B. Breeden

Notary Public.

Military Affidavit under Soldiers' and Sailors' Civil Relief Act
of 1940 and Amendment thereto of October 6, 1942
PETITIONER'S EXHIBIT NO. 2

BOOK 151 PAGE 344

AURORA FEDERAL SAVINGS AND
LOAN ASSOCIATION, a body corporate,

vs.

ARCHIE W. LANDEN, SR., and

CHRISTINE LANDEN, his wife

IN THE
CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

IN EQUITY

Docket Folio

Case No. 15,951

Filed

Military Affidavit


STATE OF MARYLAND, CITY OF BALTIMORE, To WIT:

I HEREBY CERTIFY that, before me, the subscriber, a Notary Public of said State, in
and for said City, personally appeared DWIGHT F. BRUNK,
~~Vice~~-President of Aurora Federal Savings and Loan Association, a body corporate,
and made oath in due form of law that he ~~(she)~~ knows the defendants herein, and that to
the best of his ~~(her)~~ information, knowledge and belief

- s are
- (1) said defendant ~~is~~ not in the military service of the United States,
- s are
- (2) said defendant ~~is~~ not in the military service of any nation allied with the United States,
- s have
- (3) said defendant ~~has~~ not been ordered to report for induction under the Selective Training and Service Act of 1940 as amended,
- s are
- (4) said defendant ~~is~~ not a member of the Enlisted Reserve Corps who ~~has~~ have been ordered to report for military service.


Dwight F. Brunk Affiant.

Subscribed and sworn to before me
this 25th day of October 1963.


Notary Public

ELSIE CURTIS



FILED

1963 OCT 28 AM 9:05

AURORA FEDERAL SAVINGS AND LOAN

ASSOCIATION, a body corporate,

vs.

ARCHIE W. LANDEN, SR., and

CHRISTINE LANDEN, his wife

DOCKET FOLIO

CASE No.

FILED

IN THE
CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

IN EQUITY No. 15,951

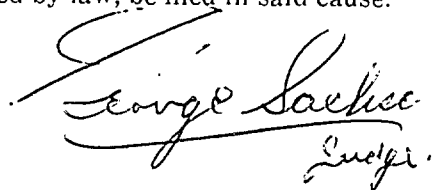
DECREE FOR SALE OF MORTGAGED PREMISES

The Petition and exhibit in the above cause having been submitted, the proceedings therein were by the Court read and considered:

IT IS THEREUPON, this 28 day of October in the year nineteen hundred and ~~sixty-three~~ by the Circuit Court for ANNE ARUNDEL County, ADJUDGED, ORDERED AND DECREED, that the mortgaged property in the proceedings mentioned to be sold, at or after any one of the periods limited in the mortgage filed for the forfeiture of said mortgage; that WILLIAM F. PODLICH be and he is hereby appointed Trustee to make said sale, and that the course and manner of his proceedings shall be as follows: he shall first file with the Clerk of this Court, a bond to the State of Maryland, executed by himself, and a corporate surety or sureties to be approved by this Court, or by the Clerk thereof, in the penalty of \$9,000.00 Dollars, conditioned for the faithful performance of the trust reposed in him by this decree, or to be reposed in him by any further Decree or Order in the premises; he shall then proceed to make the said sale, having given at least three weeks' notice by advertisement, inserted in such ~~daily~~ ^{weekly} newspaper or newspapers published in ANNE ARUNDEL County, as he shall think proper, of the time, place, manner and terms of sale, which shall be cash upon obtaining the ratification of the sale by this Court; and as soon as may be convenient after any such sale or sales, the said Trustee shall return to this Court a full and particular account of his proceedings relative to such sale; with an affidavit annexed of the truth thereof, and of the fairness of said sale; and on obtaining the Court's ratification of the sale, and on the payment of the whole purchase money (and not before), the said Trustee shall by a good and sufficient deed to be executed, and recorded, according to law, convey to the purchaser(s) his, her or their personal ~~representatives~~ and assigns, the property and estate to him, her or them sold, free clear and discharged from all claims of the parties hereto, Petitioner and Mortgagor, and those claiming by, from or under them, or either of them. And the said Trustee shall bring into this Court the money arising from said sale, to be distributed under the direction of this Court, after deducting the costs of this suit, and such commissions to the said Trustee as this Court shall think proper to allow in consideration of the skill, attention and fidelity wherewith he shall appear to have discharged his trust; provided, that before the sale hereinbefore decreed shall be made, a statement of the mortgage claim, duly verified by affidavit, as required by law, be filed in said cause.

FILED

953 OCT 28 PM 2:32



Judge

AURORA FEDERAL SAVINGS AND LOAN

ASSOCIATION, a body corporate,

vs.

ARCHIE W. LANDEN, SR. and

CHRISTINE LANDEN, his wife

DOCKET FOLIO

CASE NO. 15 951

FILED

IN THE

CIRCUIT COURT

FOR

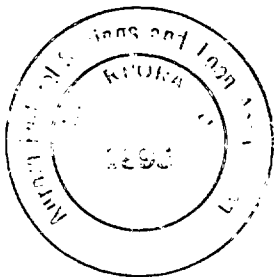
ANNE ARUNDEL COUNTY

IN EQUITY

AMENDED STATEMENT OF MORTGAGE DEBT

Amended Statement of the Mortgage Claim of AURORA FEDERAL SAVINGS AND LOAN ASSOCIATION, a body corporate, under the mortgage from the above named defendants to AURORA FEDERAL SAVINGS AND LOAN ASSOCIATION, a body corporate, dated the 16th day of November, 1956, and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 1083, folio 97, secured by the leasehold premises therein more fully described.

Original Loan	\$10,190.00
Amount repaid	<u>1,452.31</u>
Loan Balance	\$ 8,737.69
Interest to 11-26-63	<u>231.01</u>
	\$ 8,968.70



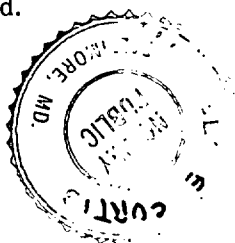
AURORA FEDERAL SAVINGS AND LOAN ASSOCIATION

By Dwight F. Brunk
Dwight F. Brunk, President

STATE OF MARYLAND, CITY OF BALTIMORE, Sct.

I HEREBY CERTIFY, That on this 4th day of November in the year nineteen hundred and sixty-three, before me, a Notary Public of the State of Maryland, in and for said City of Baltimore, personally appeared
DWIGHT F. BRUNK

~~Vice~~-President of Aurora Federal Savings and Loan Association, a body corporate, the plaintiff in the above entitled cause, and made oath that the foregoing is a true statement of the amount of the mortgage claim under the mortgage filed in the said cause now remaining due and unpaid.



As witness my hand and Notarial Seal,

FILED

1963 NOV -5 AM 10:13

Elsie Curtis
Notary Public.

IN THE CIRCUIT COURT

OF Anne Arundel County

STATE OF MARYLAND

BOOK 12 PAGE 237

Bond No, 16 941 63

No. 15,951 Equity

Aurora Federal Savings & Loan Assn.

versus

Archie W. Landen, Sr. and
Christine Landen, h/w

BOND OF TRUSTEE TO SELL
Real Estate

KNOW ALL MEN BY THESE PRESENTS: That we, William F. Podlich
301 Aurora Federal Building, Baltimore 1, Maryland

as Principal ,
and UNITED STATES FIDELITY AND GUARANTY COMPANY, a corporation of the State of
Maryland, as Surety, are held and firmly bound unto the State of Maryland, in the full and just sum of
Nine Thousand and 00/100 - - - - - Dollars (\$ 9,000.00) to be paid to the said State or its certain Attorney, to which payment, well
and truly to be made, we bind ourselves and each of us, our and each of our heirs, executors, adminis-
trators, successors and assigns, jointly and severally, firmly by these presents.

SEALED WITH OUR SEALS and dated this 19th day of November
in the year of our Lord one thousand, nine hundred and sixty-three.

WHEREAS THE ABOVE BOUNDEN William F. Podlich

by virtue of a decree of the Honorable the Judge of the Circuit Court of Anne Arundel
County has been appointed trustee to sell
Real Estate mentioned in the proceedings in the case of

Aurora Federal Savings & Loan Assn.

versus

Archie W. Landen, Sr. and
Christine Landen, h/w

now pending in said Court.

NOW THE CONDITION OF THE ABOVE OBLIGATION IS SUCH THAT, if the above bounden
William F. Podlich

do and shall well and faithfully perform the trust reposed in them by said decree, or that may be reposed
in them by any future decree or order in the premises, then the above obligation to be void; other-
wise to be and remain in full force and virtue in law.

Test Elsie Curtis

William F. Podlich (SEAL)
William F. Podlich

(SEAL)

(SEAL)

UNITED STATES FIDELITY AND GUARANTY COMPANY

By *Robert J. Noeth*
Robert J. Noeth, Attorney in fact.

Bond approved this 20 day of November, 1963

James T. Higgins, Clerk

1963 NOV 20 AM 10:11

WILLIAM F. PODLICH
Solicitor
301 Aurora Federal Building
Baltimore 1, Maryland

Trustee's Sale
Of
Valuable Leasehold
Property

SITUATE IN LEHIGH, THIRD
DISTRICT OF
ANNE ARUNDEL COUNTY
KNOWN AS
NO. 1205 CRAWFORD DRIVE

By Decree of the Circuit
Court for Anne Arundel County
in a case entitled "AURORA
FEDERAL SAVINGS AND
LOAN ASSOCIATION vs. ARCH-
IE W. LANDEN, SR., and
CHRISTINE LANDEN, his
wife," the undersigned will sell,
at public auction, upon the pre-
mises on

Tues., Nov. 26, 1963
@ 3:00 O'clock, P.M.

ALL that leasehold lot or par-
cel of ground, situated in the
Third District of Anne Arundel
County, and described as fol-
lows:

ALL that lot of ground
and premises known and desig-
nated as Lot Numbered One
Hundred Sixty-seven (167) situ-
ated on the southeast side
of Crawford Drive, as shown
upon the Plat of Section Five
(5) of LEHIGH, which Plat is
recorded among the Land Rec-
ords of Anne Arundel County in
Plat Book No. 26, Folio 35. The
improvements thereon being
known as No. 1205 Crawford
Drive.

IMPROVED by a one-story
brick dwelling, containing six
rooms and one bath, together
with an adjacent car port, and
subject to an annual ground
rent of \$108.00.

The above described premises
will be sold SUBJECT to such
restrictions, conditions, ease-
ments and reservations as ap-
pear of record in the Plat re-
ferred to herein and in the Land
Records of Anne Arundel Coun-
ty.

TERMS OF SALE: A CASH
DEPOSIT of \$500.00 will be re-
quired of the purchaser at the
time and place of sale; balance
of purchase price to be paid IN
CASH upon ratification of sale
by the Circuit Court for Anne
Arundel County, in Equity; bal-
ance to bear interest at six per
cent from date of sale. Cost of
Federal and State Documentary
Stamps, and transfer taxes, if
any, to be borne by the buyer.
All taxes, ground rent and oth-
er expenses, including annually
accruing Sanitary District
charges for water and sewer
services, if any, and all an-
nual benefit charges or assess-
ments imposed for public im-
provements of any kind or char-
acter, shall be adjusted to the
date of sale.

WILLIAM F. PODLICH,
Trustee
E. T. NEWELL & CO. INC.
Auctioneer

N-21

OFFICE

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

CERTIFICATE OF PUBLICATION

Annapolis, Md., November 25, 1963

We hereby certify, that the annexed

Trustee's Sale

Archie W. Landen, Sr.

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel
County, Maryland, once a week for 4

successive weeks before the 26th

day of November, 1963. The first
insertion being made the 31st day of

October, 1963.

THE CAPITAL-GAZETTE PRESS, INC.

NOV 26 1963

By

W. F. Podlich

BOOK 131 PAGE 348

AURORA FEDERAL SAVINGS AND
LOAN ASSOCIATION, a body corporate

vs.

ARCHIE W. LANDEN, SR., and
CHRISTINE LANDEN, his wife

IN THE
CIRCUIT COURT
FOR ANNE ARUNDEL COUNTY

: Docket _____ Folio _____
: Case No. 15,951

CERTIFICATE OF AUCTIONEER

IT IS HEREBY CERTIFIED that on the 26th day of November, 1963,
the undersigned Auctioneer did sell the leasehold property known as No. 1205
Crawford Drive, LEHIGH, (as described in the attached Advertisement of Sale)
in the Third Election District of Anne Arundel County, and being the property
described in the Advertisement of the Public Sale of said property published in
THE MARYLAND GAZETTE unto _____

AURORA FEDERAL SAVINGS AND LOAN ASSOCIATION

at and for the sum of \$7,500.00

Dollars, said purchaser being, at that figure, the highest bidder therefor.

IT IS FURTHER CERTIFIED that, at the time of sale, a copy of the
aforementioned Advertisement was delivered to said purchaser and that the said
sale was fairly made.

— E. T. NEWELL & CO., INC.

By *E. T. Newell*
President - Auctioneer

CERTIFICATE OF PURCHASER

IT IS HEREBY CERTIFIED that the undersigned did, on the 26th day of November,
1963, purchase the leasehold property described in the foregoing Certificate
of Auctioneer, from WILLIAM F. PODLICH, Trustee, at and for the sum of

\$7,500.00 Dollars of
which the sum of Five Hundred and 00/100 (\$500.00) Dollars was paid on account
to said Trustee; and the undersigned hereby agrees to comply with the terms of
sale, as set forth in said Advertisement of Sale, a copy of which was delivered
to the undersigned by the Auctioneer who conducted the said sale.

— AURORA FEDERAL SAVINGS AND LOAN
ASSOCIATION

By *William F. Podlich*
12-4-63 - 1000

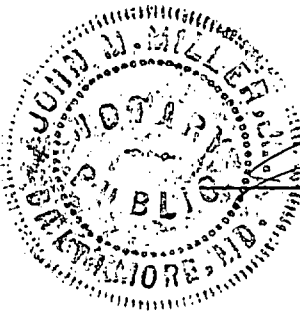
FILED

1963 DEC -6 PM 1:03

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY that on this 26th day of
Nov., 1963, before me, the subscriber, a
Notary Public of the State of Maryland, in and for the
City of Baltimore aforesaid, personally appeared
Bromwell Kelly, purchaser at the
foreclosure sale in this cause, and made oath in due
form of law (~~that he is the purchaser and purchased~~
~~the same as principal and not as agent for anyone~~)
(that he is the agent for the purchaser,
Curran Fed. & Ins.) and that he has not
directly or indirectly discouraged anyone from bid-
ding for the said property mentioned in the said
Report of Sale.

Bromwell Kelly (SEAL)
Purchaser



John W. Miller
Notary Public

FILED

1963 DEC -6 PM 1:03

AURORA FEDERAL SAVINGS AND	:	NO. 15,951 - EQUITY
LOAN ASSOCIATION, a body corporate,	:	
vs.	:	IN THE
	:	CIRCUIT COURT
	:	FOR ANNE ARUNDEL COUNTY
ARCHIE W. LANDEN ^{SR.} and	:	
CHRISTINE LANDEN, his wife	:	

REPORT OF SALE

TO THE HONORABLE, THE JUDGE OF SAID COURT:

The Report of Sale of WILLIAM F. PODLICH, Trustee appointed by the Decree in the above entitled cause, to make sale of the leasehold premises No. 1205 Crawford Drive, (Lot 167, Plat of Section Five of Lehigh), in the Third Election District of Anne Arundel County, in the proceedings in said cause mentioned, respectfully shows, that after giving bond with security for the faithful discharge of his trust as prescribed by said Decree, which was duly approved, and having given notice of the time, place, manner and terms of sale, by advertisements inserted in THE MARYLAND GAZETTE, a weekly newspaper published in said County for more than three successive weeks preceding the day of sale, said Trustee, WILLIAM F. PODLICH, did, pursuant to said notice, on Tuesday, the 26th day of November, 1963, at 3:00 o'clock, P.M., attend on the premises and then and there sold at Public Auction the property above referred to, unto AURORA FEDERAL SAVINGS AND LOAN ASSOCIATION for the sum of Seven Thousand Five Hundred and 00/100 (\$7,500.00) Dollars, it being at that figure the highest bidder therefor, to be paid IN CASH upon ratification of said sale; the said property so sold being more particularly described in a copy of the advertisement of sale which has been filed herein as a part of the Certificate of Publication thereof, executed by THE CAPITAL-GAZETTE PRESS, INC., and which is prayed to be taken as a part of this Report.

And the said Trustee further reports that he has received from the purchaser the deposit of Five Hundred and 00/100 (\$500.00) Dollars required by the Terms of said sale, and has also obtained the written agreement of the purchaser to comply with the other of said terms, same being as set out in said advertisement annexed hereto.

Said Trustee further reports that said property so sold was not owned by any individual whose Military Status could, or might,

affect the right of said Trustee to make said sale.

Said Trustee files herewith the purchaser's affidavit pursuant to the Maryland Rules and a Certificate of the Auctioneer who conducted said sale, and a Certificate of the purchaser of the aforementioned property, which Certificates are prayed to be taken as a part of this Report of Sale.


AND, as in duty bound, etc.


William F. Podlich, Trustee

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY that on this 5th day of December, 1963, before me, the subscriber, a Notary Public of the State and City aforesaid, personally appeared WILLIAM F. PODLICH, Trustee, and made oath that the facts stated in the foregoing Report of Sale are true as therein set forth and that the sale thereby reported was fairly made.

WITNESS my hand and Notarial Seal.


Notary Public
ELSIE CURTIS

ORDER NISI

BOOK 151 PAGE 353

IN THE CIRCUIT COURT

FOR
ANNE ARUNDEL COUNTY

No. 15,951 Equity

AURORA FEDERAL SAVINGS AND
LOAN ASSOCIATION, a body corporate

versus

ARCHIE W. LANDEN, Sr. and
CHRISTINE LANDEN, his wife

Ordered, this 6th day of December, 1963, That the sale of the property in these proceedings mentioned made and reported by William F. Podlich, Trustee

BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 13th day of January next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 13th day of January next.

The report states that the amount of sale was \$ 7,500.00.

Louise N. Phipps Clerk.

True Copy,

William F. Podlich, Atty.
(Final Order)

TEST: For the Maryland Gazette (Dec. 12 Edition) Clerk.

AURORA FEDERAL SAVINGS AND
LOAN ASSOCIATION, a body
corporate

versus

ARCHIE W. LANDEN, SR. and
CHRISTINE LANDEN, his wife

IN THE CIRCUIT COURT

FOR
ANNE ARUNDEL COUNTY

Term, 19

ORDERED BY THE COURT, This 15th day of January, 1964, that the sale made and reported by the Trustee aforesaid, be and the same is hereby finally Ratified and Confirmed no cause to the contrary having been shown, although due notice appears to have been given as required by the Order Nisi, passed in said cause; and the Trustee allowed the usual commissions and such proper expenses as he shall produce vouchers for the Auditor.

FILED

1964 JAN 15 PM 10:39

George Sackse
JUDGE.

Order Nisi

IN THE CIRCUIT COURT FOR
ANNE ARUNDEL COUNTY
NO. 15,951 Equity

AURORA FEDERAL SAVINGS
AND LOAN ASSOCIATION, a
body corporate

VERSUS

ARCHIE W. LANDEN, SR. and
CHRISTINE LANDEN, his wife

Ordered, this 6th day of December, 1963, That the sale of the property in these proceedings mentioned made and reported by William F. Podlich, Trustee BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 13th day of January next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 13th day of January next.

The report states that the amount of sale was \$7,500.00

LOUIS N. PHIPPS Clerk

True Copy, TEST:

LOUIS N. PHIPPS Clerk

J-2

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

CERTIFICATE OF PUBLICATION

Annapolis, Md., January 8, 1964

We hereby certify, that the annexed

Order Nisi Sale
Eq. 15-951
Archie W. Landen, Sr.

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel

County, Maryland, once a week for 4

successive weeks before the 13th

day of January, 1964. The first

insertion being made the 12th day of

December, 1963

FILED

THE CAPITAL-GAZETTE PRESS, INC.

1964 JAN -9 AM 10:44
No. M. G. 19-46

By H. Tilghman

In the Case of

AURORA FEDERAL SAVINGS AND LOAN ASSOCIATION,
a body corporate

VS.

ARCHIE W. LANDEN, SR. and
CHRISTINE LANDEN, his wife,

In the

Circuit Court

For

Anne Arundel County

No. 15,951

Equity

To the Honorable, the Judges of said Court:

The Auditor reports to the Court that he has examined the proceedings in the above entitled cause, and from them he has stated the within account, and that he has this day given notice of the filing of this account to all parties and persons who have filed a claim to the proceeds of sale herein, in accordance with General Equity Rule #595.

All of which is respectfully submitted.

January 21, 1964

John H. Hopkins, IV,

Auditor.

FINAL ORDER

ORDERED BY THE COURT, this 6th day of February, 1964, that the foregoing Report and Account of the Auditor be and the same is hereby finally ratified and confirmed, no cause to the contrary having been shown, and that the Trustee apply the proceeds accordingly with a due proportion of interest as the same has been or may be received.

Lawrence N. Phepps

Clerk Per: J. Sankowski, deputy

FILED

1964 FEB -6 AM 9:53

Dr. AURORA FEDERAL SAVINGS AND LOAN ASSOCIATION, a body corporate VS.
 ARCHIE W. LANDEN, SR. and CHRISTINE LANDEN, his wife,

In Acct. with WILLIAM F. PODLICH, Trustee

Cr.


1963						
Nov. 26		Proceeds of Sale	7,500	00		
		Interest on deferred payment of \$7,000.00 from 11/26/63 to 1/16/64	58	33	7,558	33
		Refund 1963 County and State Taxes adjusted 11/26/63 to 12/31/63 (202.51)	19	13		
		Refund 1963 Sanitary Commission charges adjusted 11/26/63 to 12/31/63 (52.50)	4	96	24	09
					7,582	42
		To Trustee for fee, viz:	35	00		
		To Trustee for commissions, viz:	256	75	291	75
		To Trustee for Court Costs, viz:				
		Plaintiffs Solicitors appearance fee	10	00		
		Clerk of Court - Court costs	28	50		
		Auditor - stating this account	22	50	61	00
		To Trustee for expenses, viz:				
		Maryland Gazette - Advertising sale	84	00		
		Maryland Gazette - Order nisi, sale	15	00		
		The Sunpapers - advertising sale	16	95		
		E.T.Newell & Co. Inc. - auctioneer's fee	25	00		
		U.S. Fidelity & Guaranty Co.-bond premium	18	00		
		Ground Rent 8/6/63 to 11/26/63 (108.00)	33	00		
		Metered Water Rent to 8/27/63	20	00		
		Elsie Curtis - notary fees	1	50	213	45

22

IN THE MATTER OF THE SALE OF : IN THE CIRCUIT COURT
THE MORTGAGED REAL ESTATE OF : FOR
LAWRENCE McCALLISTER and : ANNE ARUNDEL COUNTY
MARY McCALLISTER, his wife : EQUITY NO. 15,912 Equity
.....

MR. CLERK:

Please docket the above entitled case, file the Statement
of Mortgage Debt, Military Affidavit, original Mortgage and copy of adver-
tisement.



George E. Rullman
Attorney named in Mortgage

FILED

1963 OCT 10 AM 11:01

This Mortgage,Made this 24th day of August, in the year onethousand, nine hundred and sixty-one (1961), Between Lawrence McCallister and
Mary McCallister, his wife,of Anne Arundel County, in the State of Maryland, Mortgagor s, and FIRST
FEDERAL SAVINGS and LOAN ASSOCIATION of ANNAPOLIS, a body corporate, duly incorporated, Mort-
gagee.

WHEREAS, said Mortgagor s being member s of said body corporate, have received therefrom an ad-
vance in the sum of Ten Thousand (\$10,000.00)-----Dollars,
being part of the purchase money for the property hereinafter described; and

WHEREAS, said Mortgagor s have agreed to repay the said sum so advanced in installments, with in-
terest thereon from the date hereof at the rate of six per cent. (6%) per annum in the manner
following:

By the payment on or before the first day of each month from date hereof commencing on the first day
of October, 1961.

(A) of the sum of Seventy-one and 70/100 (\$71.70)-----Dollars,
being principal and interest of said Mortgage indebtedness, which said interest shall be computed by the cal-
endar month: and

(B) of the sum of Thirteen and 30/100 (\$13.30)-----Dollars,
being the present estimated one-twelfth of the annual taxes, water rent, ground rent, insurance premiums and
other public charges or assessments for which the property is liable; and if said one-twelfth of the aforesaid
charges under Section B aforesaid are insufficient to pay said charges or any additional charges for which the
property may be or become liable, or premiums on life insurance policies that may be assigned to the association
and held by it or its successors and assigns, then upon demand of said Mortgagee, its successors or assigns,
the mortgagor s, his, her or their heirs, personal representatives or assigns, shall pay such additional monthly
amounts as shall be necessary to pay said charges; the aforesaid combined payments under Sections A and B
aforesaid to continue until the whole of said principal and interest shall be paid in full, and said combined pay-
ments under Sections A and B aforesaid may be applied by the Mortgagee, its successors and assigns in the
following order: (1) to the payment of interest: (2) to the payment of all taxes, water rent, assessments or
public charges of every nature and description for which the property may be liable, ground rent, fire and life
insurance premiums assigned to the association, its successors or assigns, and (3) towards the payment of
the aforesaid principal sum.

AND WHEREAS this Mortgage shall also secure future advances as provided by Chapter 923 of the
Laws of Maryland passed at the January session in the year 1945 or any supplement thereto.

It is hereby understood and agreed by the parties hereto that should there be any remaining balance due
on said principal debt at the expiration of twenty years from the date hereof, said balance shall then
become due and payable.

The due execution of this mortgage having been a condition precedent to the granting of said advance.

NOW, THEREFORE, THIS MORTGAGE WITNESSETH, that in consideration of the premises and the
sum of one dollar, the said Mortgagors

FILED

do hereby grant and convey unto the said FIRST FEDERAL SAVINGS and LOAN ASSOCIATION
of ANNAPOLIS, its successors and assigns in fee simple

1961 OCT 10 AM 11:02

ALL that lot or parcel of ground situate, lying and being in the Seventh Election District of Anne Arundel County and described as follows:

BEING known and designated as Lot No. 5, Block 8, Franklin Manor Beach, as per plat thereof duly recorded among the Plat Records of Anne Arundel County on April 25, 1922, in Plat Book 15, Page 4. Said Lot fronting 55 feet on Chesapeake Drive with a uniform depth therefrom of 150 feet.

BEING the same property conveyed to the MORTGAGORS herein by Woodward G. Eicke, Sr., and Merle R. Eicke, his wife, by deed of even date herewith and intended to be recorded among the Land Records of Anne Arundel County immediately prior to these presents.

Together with the buildings and improvements thereon and the rights or appurtenances thereto belonging or in anywise appertaining, including all heating, gas and plumbing apparatus and fixtures, and all rents, issues and profits accruing from the premises hereby mortgaged.

TO HAVE AND TO HOLD the said lot of ground and premises unto the said Mortgagee, its successors and assigns.

Provided, however, if the said Mortgagors, their heirs, personal representatives or assigns, shall make or cause to be made the payment and perform and comply with the covenants and conditions herein mentioned on their part to be made and done, then this mortgage shall be void.

And the said Mortgagors, for themselves, their heirs, personal representatives and assigns, covenant with the said Mortgagee, as follows: (1) to repay the indebtedness, together with interest, as herein provided; (2) to keep the buildings on the premises insured against loss by fire and windstorm and all hazards for the benefit of the Mortgagee, its successors or assigns, in some company acceptable to the Mortgagee, its successors or assigns, to the extent of its lien therein, and to deliver the policy and all renewal receipts to the Mortgagee, its successors or assigns; and in case of failure of the Mortgagors, their heirs, personal representatives and assigns, so to do, the Mortgagee, its successors or assigns, may do so and add the cost thereof to the amount of the mortgage indebtedness so as to become so much additional indebtedness secured by this mortgage; (3) to pay all ground rent, taxes, water rent, insurance, public dues and assessments of every kind whatsoever, for which the property hereby mortgaged may become liable when payable. The Mortgagee, its successors or assigns, being hereby authorized to pay the same, and the amount so paid shall then be added

to the principal debt named herein and bear interest at the rate of six per cent. (6%) per annum from the date of said payment, and the said Mortgagee, its successors or assigns, shall have a lien hereunder on said premises for the amount so paid, together with said interest thereon, so that the same shall become so much additional indebtedness secured by this mortgage and be included in any decree foreclosing this mortgage, or in any sale of the premises for the foreclosure of the same; (4) to permit, commit or suffer no waste, impairment or deterioration of said property, or any part thereof, and upon the failure of the Mortgagor S, their heirs personal representatives and assigns to keep the buildings on said property in good condition or repair, the Mortgagee, its successors or assigns, may demand the immediate repair of said buildings, or an increase in the amount of security, or the immediate repayment of the debt hereby secured, and the failure of

the Mortgagors, their heirs, personal representatives and assigns, to comply with said demand of the Mortgagee, its successors or assigns, for a period of thirty days shall constitute a breach of this mortgage, and, at the option of the Mortgagee, its successors or assigns, immediately mature the entire principal and interest hereby secured, and the Mortgagee, its successors or assigns, may, without notice, institute proceedings to foreclose this mortgage, and apply for the appointment of a Receiver, as herein provided; (5) that the holder of this mortgage in any action to foreclose it, shall be entitled (without regard to the adequacy of any security for the debt) to the appointment of a receiver to collect the rents and profits of said premises and account therefor as the Court may direct; (6) that should the title to the herein mortgaged property be acquired by any person, persons, partnership or corporation, other than the Mortgagor S, by voluntary or involuntary grant or assignment, or in any other manner without the Mortgagee's written consent, or should the same be encumbered by the Mortgagors, their heirs, personal representatives and assigns, without the Mortgagee's written consent, then the whole of said principal sum shall immediately become due and owing as herein provided; (7) that the whole of said mortgage debt intended hereby to be secured shall become due and demandable after default in the payment of any monthly installment, as herein provided, shall have continued for thirty days, or after default in the performance of any of the foregoing covenants or conditions for thirty days; (8) should this mortgage be paid off before maturity in the regular course of payments, said Mortgagor S covenant with the said mortgagee to pay six per cent (6%) interest for ninety days on that part of the aggregate amount of all repayments made on the loan in any one year which exceeds 20 percent of the original principal amount of the loan. It is agreed and understood by the Mortgagor herein that this loan is made subject to all the provisions of the charter, by-laws and proper resolutions of the Board of Directors of the FIRST FEDERAL SAVINGS and LOAN ASSOCIATION of ANNAPOLIS.

AND IT IS AGREED AND UNDERSTOOD that until default is made, the said Mortgagor S, their heirs, personal representatives and assigns, may retain possession of the hereby mortgaged property.

AND it shall be lawful for the said Mortgagee, its successors or assigns, or for George E. Rullman, its attorney or agent, at any time after default in any of the covenants or conditions of this mortgage, to sell the hereby mortgaged property, or so much thereof as may be necessary to satisfy said mortgage debt, and interest, and all expenses incident to said sale, and to grant, assign or convey the said property to the purchaser thereof, his, her or their heirs, personal representatives or assigns; and which sale shall be made in the following manner, to wit: upon giving twenty days' notice of the time, place, manner and terms of sale in some newspaper published in ANNE ARUNDEL County, and such other notice as by said Mortgagee may be deemed expedient; and in the event of such sale under the powers hereby granted, the proceeds thereof shall be applied as follows: first, to the payment of all expenses incident thereto, including a fee of \$100 and a commission to the party making sale of said property equal to the commission allowed trustees for making sale of similar property by virtue of a decree of a Court of equity jurisdiction in the State of Maryland; secondly to the payment of all claims of the Mortgagee, its successors and assigns, under this mortgage whether or not the same shall have then matured; and the surplus shall be paid to the Mortgagor S, their heirs, personal representatives, or assigns, or to whomsoever may be entitled to the same.

AND the said Mortgagor S for themselves, their heirs, personal representatives and assigns do hereby covenant that immediately upon the first insertion of the notice of sales as aforesaid, under the powers hereby granted, there shall be and become due by them to the party inserting said advertisement, all expenses incident to said advertisement or notice, all court costs and expenses incident to the foreclosure proceedings under this mortgage and a commission on the total mortgage debt, principal and interest equal to one-half the percentage allowed as commissions to trustees making sale under decrees of the Circuit Court of Anne Arundel County in Equity, which said expenses, costs and commissions the said Mortgagor S, for themselves, their heirs, personal representatives, or assigns, hereby covenant to pay; and the said Mortgagee, its successors or assigns, or its attorney or agents, shall not be required to receive the principal and interest only of said mortgage debt in satisfaction thereof, unless the same be accompanied by a tender of said expenses, costs and commissions, but said sale may be proceeded with, unless prior to the day appointed therefor, legal tender be made of said principal, interest, costs, expenses and commissions.

The said Mortgagor S covenant that they will warrant specially the title to the property here conveyed, and that they will execute such further assurances as may be requisite.

WITNESS the hand s and seal of the said Mortgagor S.

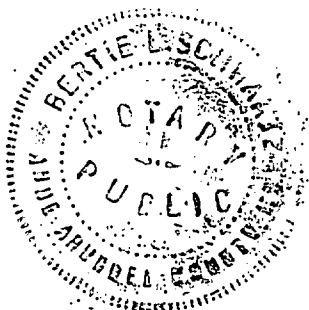
Witness: Bertie L. Schwartz (Signature) Bertie L. Schwartz (SEAL) Mary McCallister (Signature) Mary McCallister (SEAL) Mary McCallister (Signature) Mary McCallister (SEAL)

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, to wit:

I HEREBY CERTIFY that on this 24th day of August, 1961, before me the subscriber, a Notary Public, of the State of Maryland in and for the County aforesaid, personally appeared Lawrence McCallister and Mary McCallister, his wife,

the Mortgagor s named in the foregoing Mortgage, and acknowledged the foregoing Mortgage to be their act. At the same time also appeared George E. Rullman, President of the within named corporation, Mortgagee, and made oath in due form of law that the consideration set forth in the foregoing mortgage is true and bona fide as therein set forth.

AS WITNESS my hand and Notarial Seal.



Bertie L. Schwartz
 Bertie L. Schwartz Notary Public.
 My commission expires May 6, 1963.

Rec'd for record Aug 24 1961 at 3:29 P.M.
 Mailed to George E. Rullman

2/8
MORTGAGE
 FROM

Lawrence McCallister and

Mary McCallister, his wife,

TO

FIRST
 FEDERAL SAVINGS and LOAN
 ASSOCIATION
 OF
 ANNAPOLIS

✓
 GEORGE E. RULLMAN
 ATTORNEY-AT-LAW
 140 South Street
 Annapolis, Maryland

REC'D FOR RECORD IN
 LAND RECORDS OF
 ANNE ARUNDEL COUNTY
 1961 AUG 24 PM 3:29
 & RECORDED IN LIBER GIC
 NO. 1508 FOLIO 159
 GEO. T. CROWWELL, CLERK

11/13
Clark

IN THE MATTER OF THE SALE OF : IN THE CIRCUIT COURT
 THE MORTGAGED REAL ESTATE OF : FOR
 LAWRENCE McCALLISTER and : ANNE ARUNDEL COUNTY
 MARY McCALLISTER, his wife : EQUITY NO. 15,912 Equity

STATEMENT OF MORTGAGE DEBT

Original Principal Amount of Mortgage	\$10,000.00
Less payments on Account of Principal	<u>280.99</u>
Balance due on Principal	9,719.01
Add interest from February thru October, 1963	446.42
Add Insurance (fire) premium charged to principal	<u>46.13</u>
Total Balance due on Mortgage Debt	10,211.56
Less Expense Account	<u>39.51</u>
Total Mortgage Claim	\$10,172.05

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, to wit:-

I hereby certify that on this 10th day of October, 1963, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid personally appeared IOLA P. ANDERSON, Secretary of First Federal Savings and Loan Association of Annapolis, and made oath in due form of law that the above statement is correct to the best of her knowledge and belief.

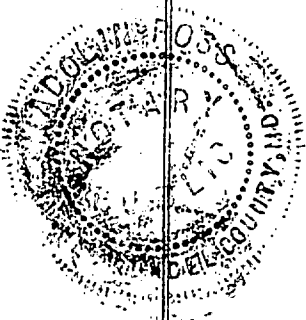
Witness my hand and Notarial Seal.

Madolin Ross
 Madolin Ross, Notary Public

My Commission expires May 3, 1965.

FILED

1963 OCT 10 AM 11:01



IN THE MATTER OF THE SALE OF : IN THE CIRCUIT COURT
THE MORTGAGED REAL ESTATE OF : FOR
LAWRENCE McCALLISTER and : ANNE ARUNDEL COUNTY
MARY McCALLISTER, his wife, : EQUITY NO. 15,912 Equity
.....

AFFIDAVIT

In compliance with Soldiers and Sailors Civil Relief Act of Congress, October 1940 and Soldiers and Sailors Civil Relief Act, Article 87A, Bagby's Annotated Code of Maryland, 1939 Edition.

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, to wit:-

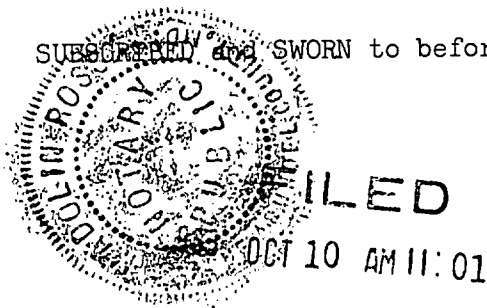
GEORGE E. RULLMAN, being first duly sworn, on oath deposes and says that he is the duly authorized agent of the First Federal Savings and Loan Association of Annapolis, the plaintiff in the above entitled cause, and makes this affidavit in its behalf.

AFFIANT states that he makes this affidavit pursuant to the provisions of the Soldiers and Sailors Civil Relief Act of Congress, October 1940, and Soldiers and Sailors Civil Relief Act, Article 87A, Bagby's Annotated Code of Maryland, 1939 Edition, that on behalf of plaintiff, careful investigation has been made to ascertain whether or not the above named defendants are now in the Military Service of the United States and that as a result of said investigation, Affiant has discovered and does hereby make oath that said defendants are not in the Military Service of the United States, that is to say, said defendants are not members of the Army of the United States, the United States Navy, the Marine Corps, the Coast Guard, and are not officers of the Public Health Service detailed by proper authority for duty with any of the branches aforesaid, nor are said defendants under training or education under the supervision of the United States preliminary to induction into the Military Service but are employed as civilians and not subject to aforesaid.

George E. Rullman

George E. Rullman, Attorney & Agent
Affiant

SUBSCRIBED and SWORN to before me, this 10th day of October, 1963.



Madolin Ross
Madolin Ross, Notary Public

My Commission expires May 3, 1965.

GEORGE W. SCIBLE. AUCTIONEER

PUBLIC SALE

OF VALUABLE

RESIDENCE PROPERTY

SITUATE IN THE SEVENTH ELECTION DISTRICT OF ANNE ARUNDEL COUNTY, MARYLAND, AT FRANKLIN MANOR BEACH, IMPROVED BY A FRAME DWELLING (SHINGLED), CONTAINING FIVE ROOMS, BATH AND UTILITY ROOM WITH TWO ENCLOSED PORCHES, HAVING COMPOSITION ROOF AND OIL HEAT, LOCATED ON CHESAPEAKE DRIVE.

Under and by virtue of the power of sale contained in a Mortgage from Lawrence McCallister and Mary McCallister, his wife, dated August 24, 1961, and recorded among the Land Records of Anne Arundel County in Liber G.T.C. 1502, folio 159, the undersigned Attorney named in said mortgage to make sale of the property therein described, default having occurred thereunder, will offer for public sale at auction at the Court House Door, in the City of Annapolis, Maryland, on

TUESDAY, NOVEMBER 12, 1963

AT 10:30 O'CLOCK, A. M.

the following described property, namely:

ALL that lot or parcel of ground situate, lying and being in the Seventh Election District of Anne Arundel County and described as follows:

BEING Known and designated as Lot No. 5, Block 8, Franklin Manor Beach, as per plat thereof duly recorded among the Plat Records of Anne Arundel County on April 25, 1922, in Plat Book 15, Page 4. Said Lot fronting 55 feet on Chesapeake Drive with a uniform depth therefrom of 150 feet.

BEING the identical property which was conveyed to Lawrence McCallister and Mary McCallister, his wife, by Woodward G. Eicke, Sr., and Merle R. Eicke, his wife, by deed dated August 24, 1961, and recorded among the Land Records of Anne Arundel County in Liber G.T.C. 1502, folio 157.

TERMS OF SALE: A deposit on ten per cent (10%) of the purchase price will be required of the purchaser or purchasers on the day of sale, balance of purchase money, with interest thereon at the rate of six per cent (6%) per annum, to be paid in cash upon final ratification of sale. Taxes and Public Charges to be adjusted to the day of sale.

FILED

503 OCT 10 AM 11:02

GEORGE E. RULIMAN
Attorney named in Mortgage
140 South Street
Annapolis, Maryland
Colonial 3-4433

BOOK 151 PAGE 366
BOOK 12 PAGE 223

No. 15,912 Equity

MORTGAGEES OR ATTORNEYS BOND.

KNOW ALL MEN BY THESE PRESENTS, THAT we, GEORGE E. RULLMAN, of Anne Arundel County, State of Maryland

_____ as principal
and the NATIONAL SURETY CORPORATION, a body corporate, duly incorporated under the laws of the State of New York, as surety, are held and firmly bound unto the State of Maryland, in the full and just sum of ELEVEN THOUSAND FIVE HUNDRED _____ Dollars,
to be paid to the said State or its certain Attorney, to which payment well and truly to be made and done, we bind ourselves and each of us, our and each of our Heirs, Executors, Administrators, Successors or Assigns, jointly and severally, firmly by these presents, sealed with our seals and dated this 5th
day of November, in the year of our Lord 1963.

WHEREAS, the above bounden George E. Rullman

by virtue of the power contained in a mortgage from Lawrence McCallister and Mary McCallister,
his wife _____ to First Federal Savings & Loan Association of
Annapolis bearing date the 24th day of August, 1961
_____ Land
_____ and recorded among the mortgage records of Anne Arundel County
in Liber G.T.C. No. 1502 Folio 159 and _____

is about to sell the land and premises described in said mortgage, default having been made in the payment of the money as specified, and in the conditions and covenants therein contained.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, that if the above bounden
GEORGE E. RULLMAN

do and shall well and truly and faithfully perform the trust reposed in him
under the mortgage aforesaid, and shall abide by and fulfill any order or decree which shall be made by any Court of Equity in relation to the sale of said mortgaged property, or the proceeds thereof, then the above obligation to be void; otherwise to be and remain in full force and virtue in law.

IN TESTIMONY WHEREOF, the above bounden George E. Rullman

has hereto set his hand and seal and the said body corporate has caused these presents to be duly signed by its duly authorized agent and attorney in fact, the day and year first herein above written.

Signed, Sealed and Delivered
in the Presence of

Madolin Ross
Madolin Ross

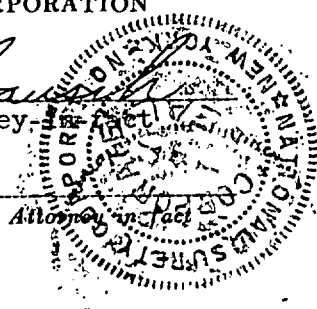
George E. Rullman [SEAL]
George E. Rullman

[SEAL]

As to Surety

Mary L. Whedbee
Mary L. Whedbee

NATIONAL SURETY CORPORATION
By Rose M. Bausch Attorney-in-Fact
Rose M. Bausch Attorney-in-Fact

Bond approved this 5th day of November, 1963

Louis N. Phipps, Clerk

FILED

1963 NOV -8 AM 10:18

George E. Rullman
Attorney
140 South
Annapolis, Md.

**Public Sale
OF VALUABLE
RESIDENCE
PROPERTY**

SITUATE IN THE SEVENTH
ELECTION DISTRICT OF
ANNE ARUNDEL COUNTY,
MARYLAND, AT FRANKLIN
MANOR BEACH, IMPROVED
BY A FRAME DWELLING
(SHINGLED), CONTAINING
FIVE ROOMS, BATH AND
UTILITY ROOM WITH TWO
ENCLOSED PORCHES, HAV-
ING COMPOSITION ROOF
AND OIL HEAT, LOCATED ON
CHESAPEAKE DRIVE.

Under and by virtue of the
power of sale contained in a
Mortgage from Lawrence Mc-
Callister and Mary McCallister,
his wife, dated August 24, 1961,
and recorded among the Land
Records of Anne Arundel Coun-
ty in Liber G.T.C. 1502, folio 159,
the undersigned Attorney named
in said mortgage to make sale
of the property therein de-
scribed, default having occur-
red thereunder, will offer for
public sale at auction at the
Court House Door, in the City
of Annapolis, Maryland, on

**TUESDAY,
NOVEMBER 12, 1963
AT 10:30 O'CLOCK,
A.M.**

the following described prop-
erty, namely:

No. 10 ALL that lot or parcel of
ground situate living and being
in the Seventh Election District
of Anne Arundel County and de-
scribed as follows:

BEING Known and designated
as Lot No. 5, Block 8, Franklin
Manor Beach, as per plat there-
of duly recorded among the
Plat Records of Anne Arundel
County on April 25, 1922, in
Plat Book 15, Page 4. Said lot
fronting 55 feet on Chesapeake
Drive with a uniform depth
therefrom of 150 feet.

BEING the identical property
which was conveyed to Law-
rence McCallister and Mary
McCallister, his wife, by Wood-
ward G. Eicke, Sr., and Marie
R. Eicke, his wife, by deed
dated August 24, 1961, and re-
corded among the Land Rec-
ords of Anne Arundel County in
Liber G.T.C. 1502, folio 157.

TERMS OF SALE: A deposit
on ten per cent (10 per cent) of
the purchase price will be re-
quired of the purchaser or pur-
chasers on the day of sale, bal-
ance of purchase money, with
interest thereon at the rate of
six per cent (6 per cent) per
annum, to be paid in cash upon
final ratification of sale. Taxes
and Public Charges to be ad-
justed to the day of sale.

GEORGE E. RULLMAN
Attorney named in Mortgage
140 South Street
Annapolis, Maryland
Colonial 3-4433

GEORGE W. SCIBLE,
Auctioneer.

N-3

OFFICE OF

Evening Capital

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

CERTIFICATE OF PUBLICATION

Annapolis, Md., November 9, 1963

We hereby certify, that the annexed

Public Sale

Lawrence M. Callister

was published in

Evening Capital

a newspaper published in the City of Annapolis, Anne Arundel
County, Maryland, once a week for 4

successive weeks before the 12th
day of November, 1963. The first
insertion being made the 15th day of

October, 1963.

FILED

THE CAPITAL-GAZETTE PRESS, INC.

1963

NOV 12 AM 9:43

By

H. Tilghman

GEORGE W. SCIBLE

Auctioneer

PUBLIC SALE

OF VALUABLE

Residence Property

SITUATE IN THE SEVENTH ELECTION DISTRICT OF ANNE ARUNDEL COUNTY, MARYLAND, AT FRANKLIN MANOR BEACH, IMPROVED BY A FRAME DWELLING (SHINGLED), CONTAINING FIVE ROOMS, BATH AND UTILITY ROOM WITH TWO ENCLOSED PORCHES, HAVING COMPOSITION ROOF AND OIL HEAT, LOCATED ON CHESAPEAKE DRIVE.

Under and by virtue of the power of sale contained in a Mortgage from Lawrence McCallister and Mary McCallister, his wife, dated August 24, 1961, and recorded among the Land Records of Anne Arundel County in Liber G.T.C. 1502, folio 159, the undersigned Attorney named in said mortgage to make sale of the property therein described, default having occurred thereunder, will offer for public sale at auction at the Court House Door, in the City of Annapolis, Maryland, on

Tuesday, November 12, 1963

AT 10:30 O'CLOCK, A.M.

the following described property, namely:

ALL that lot or parcel of ground situate, lying and being in the Seventh Election District of Anne Arundel County and described as follows:

BEING Known and designated as Lot No. 5, Block 8, Franklin Manor Beach, as per plat thereof duly recorded among the Plat Records of Anne Arundel County on April 25, 1922, in Plat Book 15, Page 4. Said Lot fronting 55 feet on Chesapeake Drive with a uniform depth therefrom of 150 feet.

BEING the identical property which was conveyed to Lawrence McCallister and Mary McCallister, his wife, by Woodward G. Eicke, Sr., and Merle R. Eicke, his wife, by deed dated August 24, 1961, and recorded among the Land Records of Anne Arundel County in Liber G.T.C. 1502, folio 157.

TERMS OF SALE: A deposit of ten per cent (10%) of the purchase price will be required of the purchaser or purchasers on the date of sale, balance of purchase money, with interest thereon at the rate of six per cent (6%) per annum, to be paid in cash upon final ratification of sale. Taxes and Public Charges to be adjusted to the day of sale.

GEORGE E. RULLMAN,
Attorney Named in Mortgage,
140 South Street,
Annapolis, Maryland,
Colonial 3-4433

FILED

1963 NOV 12 PM 2:51

I hereby certify that I bid in the property described on the reverse side hereof at public sale at the Court House Door in the City of Annapolis, Maryland, on Tuesday, November 12, 1963, at 10:30 o'clock, a.m. at and for the sum of Eleven Thousand Sixty Dollars (\$11,060.00), I then and there being the highest bidder therefor, in the names of Max C. Schwartz and Bertie Lee Schwartz, my wife, and we agree to comply with the terms of sale as expressed on the reverse side hereof.

Max C. Schwartz
Max C. Schwartz
Bertie L. Schwartz
Bertie L. Schwartz by Max C. Schwartz
Max C. Schwartz

I hereby certify that I, as Auctioneer, did sell the property described on the reverse side hereof at public sale, on Tuesday, November 12, 1963, to Max C. Schwartz and Bertie L. Schwartz, his wife, at and for the sum of Eleven Thousand Sixty Dollars (\$11,060.00) they being then and there the highest bidders therefor; I further certify that the sale was fairly made.

[Signature]
Auctioneer

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, to wit:

I Hereby Certify that on this 12th day of November, 1963, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared Max C. Schwartz, the purchaser of the real estate described on the reverse side hereof and made oath in due form of law:

1. That in this purchase he was not acting as agent for anyone.
2. That the only other person interested in this purchase is his wife, Bertie L. Schwartz, who is to hold title to the real estate with her husband as tenants by the entirety.
3. That he has not, directly or indirectly, discouraged anyone from bidding for the said property and that the sale was open to all bidders.

Max C. Schwartz
Max C. Schwartz

WITNESS my hand and Notarial Seal.

Madolin Ross
Madolin Ross, Notary Public

FILED

1963 NOV 12 PM 2:51

IN THE MATTER OF THE SALE OF : IN THE CIRCUIT COURT
 THE MORTGAGED REAL ESTATE OF : FOR
 LAWRENCE McCALLISTER and : ANNE ARUNDEL COUNTY
 MARY McCALLISTER, his wife : EQUITY NO. 15,912

ATTORNEY'S REPORT OF SALE

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Report of Sale of George E. Rullman, Attorney named in the Mortgage filed in these proceedings, respectfully shows:

That under and by virtue of the power of sale contained in a Mortgage from Lawrence McCallister and Mary McCallister, his wife, dated August 24, 1961 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. 1502, folio 159, to make sale of the property therein described, in case of default and default having occurred thereunder, the said George E. Rullman, Attorney as aforesaid, after having given bond with approved security and after having given due notice of the time, place, manner and terms of sale by advertisement published in the Evening Capital, a daily newspaper published in Anne Arundel County, and by handbills distributed about the vicinity of the property and elsewhere, and after having complied with all other requisites of the mortgage and of the law for such cases made and provided, offered the property in said mortgage described for sale by public auction at the Court House Door in the City of Annapolis, Maryland, on Tuesday, November 12, 1963, at 10:30 o'clock, a.m., and then and there sold the property to MAX C. SCHWARTZ and BERTIE L. SCHWARTZ, his wife, at and for the sum of Eleven Thousand Sixty Dollars (\$11,060.00), they then and there being the highest bidders therefor, which property is described as follows:

ALL that lot or parcel of ground situate, lying and being in the Seventh Election District of Anne Arundel County and described as follows:

BEING Known and designated as Lot No. 5, Block 8, Franklin Manor Beach, as per plat thereof duly recorded among the Plat Records of Anne Arundel County in Plat Book 15, Page 4 on April 25, 1922. Said lot fronting 55 feet on Chesapeake Drive with a uniform depth therefrom of 150 feet.

BEING the identical property which was conveyed to Lawrence McCallister and Mary McCallister, his wife, by Woodward G. Eicke, Sr., and Merle R. Eicke,

1963 NOV 12 PM 2:51

BOOK 151 PAGE 371

by deed dated August 24, 1961 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. 1502, folio 157.

AND the said Attorney further reports that he has received from the said purchasers the deposit as required by the terms of sale, and has also received the purchasers agreement to comply with the terms of sale, which are as follows:

TERMS OF SALE: A deposit of ten per cent (10%) of the purchase price will be required of the purchaser or purchasers on the day of sale, balance of purchase money, with interest thereon at the rate of six per cent (6%) per annum to be paid in cash upon final ratification of sale. Taxes and Public Charges to be adjusted to the day of sale.

Respectfully submitted,



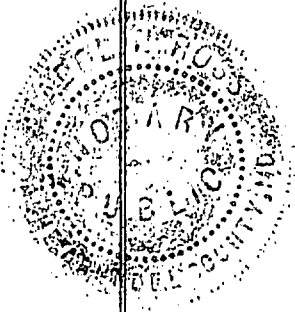
George E. Rullman,
Attorney named in Mortgage

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, to wit:-

BOOK 151 PAGE 372

I Hereby Certify that on this 12th day of November, 1963, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared GEORGE E. RULLMAN, Attorney as aforesaid, and made oath in due form of law that the matters and facts stated in the foregoing Report of Sale are true as therein set forth and that the sale was fairly made.

Witness my hand and Notarial Seal.



Madolin Ross

Madolin Ross, Notary Public

My Commission expires May 3, 1965.

ORDER NISI

BOOK 151 PAGE 373

IN THE MATTER OF THE SALE OF THE
MORTGAGED REAL ESTATE OF LAWRENCE
McCALLISTER and MARY McCALLISTER,
versus his wife

IN THE CIRCUIT COURT

FOR
ANNE ARUNDEL COUNTY

No. 15,912 Equity

Ordered, this 12th day of November, 1963, That the sale of the property in these proceedings mentioned made and reported by George E. Rullman, Attorney named in the Mortgage

BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 16th day of December next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 16th day of December next.

The report states that the amount of sale was \$ 11,060.00

Louis N. Phipps Clerk.

True Copy,

George E. Rullman, Atty.

TEST: Clerk.
For the Evening Capital (Nov. 15th Edition)

IN THE MATTER OF THE SALE OF THE
MORTGAGED REAL ESTATE OF LAWRENCE
McCALLISTER and MARY McCALLISTER,
his wife

IN THE CIRCUIT COURT

FOR
ANNE ARUNDEL COUNTY

Term, 19

ORDERED BY THE COURT, This 17th day of December, 1963 that the sale made and reported by the Attorney aforesaid, be and the same is hereby finally Ratified and Confirmed no cause to the contrary having been shown, although due notice appears to have been given as required by the Order Nisi, passed in said cause; and the Attorney allowed the usual commissions and such proper expenses as he shall produce vouchers for the Auditor.

FILED

1963 DEC 17 PM 3:06

George Sackee
JUDGE.

Order nisi

IN THE CIRCUIT COURT FOR
ANNE ARUNDEL COUNTY
NO. 15,912 EQUITY

IN THE MATTER OF THE
SALE OF THE MORTGAGED
REAL ESTATE OF
LAWRENCE McCALLISTER ..

and
MARY McCALLISTER, his wife.

Ordered, this 12th day of November, 1963, That the sale of the property in these proceedings mentioned made and reported by George E. Rullman, Attorney named in the Mortgage BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 16th day of December next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 16th day of December next.

The report states that the amount of sale was \$11,060.00.

LOUIS N. PHIPPS Clerk.

Ture Copy, TEST:

LOUIS N. PHIPPS Clerk.

D-6

OFFICE OF

Evening Capital

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

BOOK 151 PAGE 374

CERTIFICATE OF PUBLICATION

Annapolis, Md., December 7, 1963

We hereby certify, that the annexed

Order nisi Sale

Eq. 15,912

Lawrence McCallister

was published in

Evening Capital

a newspaper published in the City of Annapolis, Anne Arundel

County, Maryland, once a week for 4

successive weeks before the 16th

day of December, 1963. The first

insertion being made the 15th

November, 1963.

FILED THE CAPITAL-GAZETTE PRESS, INC.

No. E. C. 7386 1963 DEC -9 AM 10:46

By H. Tilghman

16

In the Case of

IN THE MATTER OF THE SALE OF THE MORTGAGED REAL
ESTATE OF LAWRENCE McCALLISTER & MARY McCALLISTER,
his wife

VS.

In the
Circuit Court

For

Anne Arundel County

No. 15,912 Equity

To the Honorable, the Judges of said Court:

The Auditor reports to the Court that he has examined the proceedings in the above entitled cause, and from them he has stated the within account, and that he has this day given notice of the filing of this account to all parties and persons who have filed a claim to the proceeds of sale herein, in accordance with General Equity Rule #595.

All of which is respectfully submitted.

Charles A. Anderson
Auditor.

FINAL ORDER

ORDERED BY THE COURT, this 4th day of February, 1964, that the foregoing Report and Account of the Auditor be and the same is hereby finally ratified and confirmed, no cause to the contrary having been shown, and that the Trustee apply the proceeds accordingly with a due proportion of interest as the same has been or may be received.

Louis W. Phipps
Clerk
Per: *Bill E. Gorkowski*, deputy

FILED

1964 FEB -4 PM 1:53

Dr. Mortgaged Real Estate of Lawrence McCallister &
Mary McCallister, his wife

BOOK 151 PAGE 376

In Acct. with George E. Rullman, Attorney named in Mortgage

Cr.

By	Amount of Sale, as per Attorney's Report of Sale for			11,060	00		
By	Interest, 6%, on deferred payment \$9,954.00 from						
	11/12/63 to 1/2/64			87	23		
						11,147	23
To	Attorney, for fee, viz:	100	00				
To	Attorney, for commission, viz:	361	80				
				461	80		
To	Attorney, for court costs, viz:						
	Plaintiff's solicitor appearance fee	10	00				
	Clerk, court costs	28	00				
	Auditor, this account	22	50				
				60	50		
To	Attorney, for expenses, viz:						
	Capital-Gazette Press, Inc., adv. & Nisi - Sale	107	76				
	Speer Publication Inc. - handbill	17	00				
	National Surety Corp. - bond	46	00				
	George W. Scible, Auctioneer's fee	40	00				
	Adjustment, taxes, 1/1/63 to 11/12/63	189	75				
	$\frac{1}{2}$ Federal & State Revenue stamps	18	97				
	Notary fees	2	00				
				421	68		
To	1st Federal Savings & Loan Assoc. of Annapolis,						
	Mortgagee, on account of Mortgage claim	10,203	45				
				10,203	45		
						11,147	23
	Balance due as per claim filed	10,172	05				
	Interest, 6%, on principal balance \$9,758.52,						
	from 11/1/63 to 1/28/64	143	11				
		10,315	16				
	Credit amount allowed above	10,203	45				
	This amount subject to decree in personam	111	71				

PETITION FOR FORECLOSURE

BOOK 151 PAGE 377

JULIUS ROBINSON, Assignee of
Tuscan Savings and Loan Association, Inc.
801 Tower Bldg., Balto. 2, Md.

VS.

JERRY R. TAYLOR and
CELESTE JANE TAYLOR, his wife,
Magothy Beach
Anne Arundel County, Md.

IN THE

CIRCUIT COURT

FOR
~~OF~~

~~BALTIMORE CITY~~
ANNE ARUNDEL COUNTY

No. 15,766 Equity

To The Honorable, the Judge of said Court:

The petition of the plaintiff respectfully represents

That on the 30th day of November A. D. 1962 the defendant executed and delivered to the Tuscan Savings and Loan Association, Inc. a mortgage upon certain fee simple property in Anne Arundel County the City of Baltimore, therein described, ~~in~~ which mortgage was assigned to Julius Robinson on July 18, 1963, to secure the payment of the mortgage debt of \$ 7450.00 and interest as therein mentioned, wherein said mortgagor assented to the passage of a decree for the sale of said mortgaged property, to take place at any time after any default in any covenant or condition of said mortgage; all which will appear from said mortgage, marked "Petitioner's Exhibit No. 1," and filed herewith as part of this petition.

The said mortgage is in default because of the failure of said Mortgagors to make the payments as provided for therein.

And your petitioner prays that a decree may be passed for the sale of said property in accordance with the terms of said mortgage.

And as in duty, &c.

Louis C. Fried

Louis C. Fried
802 Tower Bldg.

Balto. 2, Md.

MJ.5-4926

Attorney for Plaintiff

FILED

1963 AUG -2 AM 10:10

DO NOT INDEX IN CHATTELS (PAP)

No. 15,766 Equity

PURCHASE MONEY

This Mortgage, Made this thirtieth day of November, in the year one

thousand, nine hundred and sixty-two, between JERRY R. TAYLOR and CELESTE JANE TAYLOR, his wife,

of Anne Arundel County, in the State of Maryland, Mortgagors, and

TUSCAN SAVINGS AND LOAN ASSOCIATION, INC., a body corporate, duly incorporated under the laws of Maryland, Mortgagee.

WHEREAS, said Mortgagors, being members of said body corporate, have received therefrom an advance of SEVEN THOUSAND FOUR HUNDRED AND FIFTY AND NO/100 (\$7,450.00) Dollars, being part of the purchase money for the property hereinafter described:

AND WHEREAS, said Mortgagors have agreed to repay the said sum so advanced in installments, with interest thereon from the date hereof at the rate of six per cent. (6 %) per annum in the manner following:

By the payment of SEVENTY-TWO AND 50/100 - - - - - (\$72.50) Dollars, on or before the first day of each and every month from the date hereof, until the whole of said principal sum and interest shall be paid, which interest shall be computed by the calendar month, and the said installment payments may be applied by the Mortgagee in the following order: (1) to the payment of interest; (2) to the payment of all taxes, water rent, assessments or public charges of every nature and description, ground rent, fire and tornado insurance premiums and other charges affecting the hereinafter described premises, and (3) towards the payment of the aforesaid principal sum.

The due execution of this mortgage having been a condition precedent to the granting of said advance.

AND WHEREAS this Mortgage shall also secure future advances as provided by Chapter 923 of the Laws of Maryland passed at the January session in the year 1945 or any supplement thereto.

NOW, THEREFORE, THIS MORTGAGE WITNESSETH, that in consideration of the premises, and of the sum of one dollar, the said Mortgagors do grant, convey and assign unto the said Mortgagee, its successors and assigns, all those lots of ground situate and lying in The Third Election District of Anne Arundel Co., in said State, and described as follows:

BEING KNOWN AND DESIGNATED as Lots Nos. 867, 868 and the southernmost one-half of 869, being a strip of land ten feet wide binding along the division line between Lots Nos. 868 and 869, as shown on the Plat of Magothy Beach recorded among the Land Records of Anne Arundel County in Plat Book No. 9, page 43.

BEING - the same lots of ground described in a Deed from Julius Robinson and Dora Robinson, his wife, to Jerry R. Taylor and Celeste Jane Taylor, his wife, the within Mortgagors, dated of even date herewith and recorded or intended to be recorded among the Land Records of Anne Arundel County prior hereto.

FILED

1963 AUG -2 AM 10:10

Together with the improvements thereon and the rights or appurtenances thereto belonging or in anywise appertaining, including all heating, gas and plumbing apparatus and fixtures, and all rents, issues and profits accruing from the premises hereby mortgaged.

TO HAVE AND TO HOLD the said lots of ground and premises unto the said Mortgagee, its successors and assigns, in fee simple; ~~for all the rest and residue of the term of years unto come, and after that term, with the right and benefit of renewal of said term for ever, subject to the payment of the yearly sum of \$xxxxxxx~~

Provided, however, if the said Mortgagors, their heirs, personal representatives or assigns, shall make or cause to be made the payments, and perform and comply with the covenants and conditions herein mentioned on their part to be made and done, then this mortgage shall be void.

And the said Mortgagors, for themselves, their heirs and assigns, covenant with the said Mortgagee, as follows: (1) to repay the indebtedness, together with interest, as herein provided; (2) to keep the buildings on the premises insured against loss by fire and windstorm for the benefit of the Mortgagee, its successors or assigns, in some company acceptable to the Mortgagee, its successors or assigns, to the extent of its lien thereon, and to deliver the policy and all renewal receipts to the Mortgagee, its successors or assigns; and in case of failure of the mortgagors, their heirs and assigns, so to do, the Mortgagee, its successors or assigns, may do so and add the cost thereof to the amount of the mortgage indebtedness so as to become so much additional indebtedness secured by this mortgage; (3) to pay all ground rent, taxes, water rent, insurance, public dues and assessments of every kind whatsoever, for which the property hereby mortgaged may become liable when payable. The Mortgagee, its successors or assigns, being hereby authorized to pay the same, and the amount so paid shall then be added to the principal debt named herein and bear interest at

AND the said Mortgagors hereby assent to the passage of a decree for the sale of the property hereby mortgaged, (the sale to take place after a default in any of the covenants or conditions of this mortgage as herein provided), and the said Mortgagors hereby also authorize the said Mortgagee, its successors or assigns or PRESTON A. PATRO, its duly authorized Attorney or Agent, after any default in the terms of this mortgage, to sell the hereby mortgaged property, and any such sale, whether under the above assent to a decree or under the above power of sale, shall be under the provisions of Article LXVI of the Public General Laws of Maryland, or under any other General or Local Law of the State of Maryland relating to mortgages, or any supplement, amendment, or addition thereto. And upon any sale of said property, whether under the above assent to a decree or under the above power of sale, the proceeds shall be applied as follows: (1) to the payment of all expenses incident to such sale, including a fee of One Hundred Dollars and a commission to the party making the sale of said property equal to the commission allowed Trustee for making sale of property by virtue of a decree of a Court having equity jurisdiction in the State of Maryland; (2) to the payment of all claims of the said Mortgagee, its successors or assigns, under this mortgage whether the same shall have matured or not; (3) the surplus (if any there be), to the said Mortgagors, their heirs or assigns, or to whoever may be entitled to the same.

WITNESS the hands and seals of the said Mortgagor s.

Frances Hepburn
Frances Hepburn

ortgagor S.

Jerry R. Taylor (SEAL)

Jerry R. Taylor

Celeste Jane Taylor (SEAL)

Celeste Jane Taylor

_____ (SEAL)

_____ (SEAL)

I HEREBY CERTIFY that on this 30th day of November, 1962, before me, the subscriber, a Notary Public, of the State of Maryland in and for the City of Baltimore aforesaid, personally appeared JERRY R. TAYLOR and CELESTE JANE TAYLOR, his wife, the
within Mortgagors.

AS WITNESS my hand and Notarial Seal.

that the consideration s

HERBURN COUNTY

Francis Spurn

Rec'd for record Dec. 4, 1962 at 10:16 A.M.
Mailed to Preston G. Pairo

Notary Public.

7.50.

BOOK 151 PAGE 381

Baltimore, Maryland,

FOR VALUE RECEIVED, we hereby assign the within mortgage to Julius Robinson, without recourse.

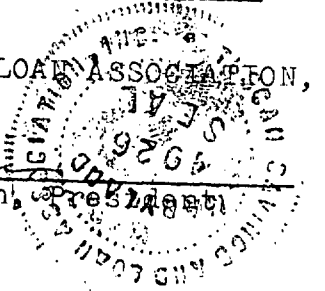
WITNESS: the corporate seal of Tuscan Savings and Loan Association Inc., and the hand of Edgar E. McLain, its President, this 18th day of July, 1963.

Witness:

Preston A. Pairo

TUSCAN SAVINGS AND LOAN ASSOCIATION, INC.

By: Edgar E. McLain, President



SHORT ASSIGNMENT

OF MORTGAGE

FROM

TUSCAN SAVINGS AND LOAN

ASSOCIATION, INC.

TO

JULIUS ROBINSON

Received for Record
at
recorded in Liber
Folio
Records of Baltimore County and examined.
REC'D FOR RECORD IN
LAND RECORDS OF
ANNE ARUNDEL COUNTY
JUL 23 AM 9:09
RECORDED IN LIBER LNP
NO. 1617
LOUIS H. PHIPPS, CLERK

Per

Please return this Assignment to Clerk.

LOUIS C. FRIED
802 Tower Bldg., Balto. 2, Md.

JULIUS ROBINSON, Assignee of
 Tuscan Savings and Loan Association, Inc.
 801 Tower Bldg., Balto. 2, Md.

vs.

JERRY R. TAYLOR and
 CELESTE JANE TAYLOR, his wife,
 Magothy Beach
 Anne Arundel County, Md.

IN THE

CIRCUIT COURT

FOR

~~OF~~

ANNE ARUNDEL COUNTY

~~RECEIVED FOR RECORD~~

No. 15,766 Equity

STATEMENT OF MORTGAGE DEBT

Statement of Claim of Julius Robinson under mortgage from Jerry R. Taylor and Celeste Jane Taylor, his wife, to Tuscan Savings and Loan Association, Inc., dated November 30, 1962, and recorded among the Land Records of Anne Arundel County in Liber L.N.P. No. 1617 folio 75 etc., which mortgage was assigned to Julius Robinson, by Short Assignment dated July 18, 1963 and recorded among the Land Records of Anne Arundel County in Liber L.N.P. No. 1617, folio 77 etc.

Amount due on Principal Amount of Mortgage	\$7375.34
Interest from April 1, 1963 to July 31, 1963	<u>147.20</u>
	7522.54
Less Amount To Credit of Expense Account	<u>112.00</u>
	7410.54

Julius Robinson
 Affiant

*7375.34
 112
 7263.34*

STATE OF MARYLAND, CITY OF BALTIMORE, Sct.

I HEREBY CERTIFY, That on this 1st day of August in the year nineteen hundred and sixty-three, before me, a Notary Public of the State of Maryland, in and for said City of Baltimore, personally appeared

Julius Robinson

the plaintiff in the above entitled cause, and made oath that the foregoing is a true statement of the amount of the mortgage claim under the mortgage filed in the said cause now remaining due and unpaid.

As witness my hand and Notarial Seal,

Vera D. Palm
 Notary Public.



1963 AUG -2 AM 10:10

FILED

Military Affidavit under Soldiers' and Sailors' Civil Relief Act
of 1940 and Amendment thereto of October 6, 1942

BOOK 151 PAGE 383

JULIUS ROBINSON, Assignee of
Tuscan Savings and Loan Association, Inc.
801 Tower Bldg., Balto. 2, Md.

vs.

JERRY R. TAYLOR and
CELESTE JANE TAYLOR, his wife,
Magothy Beach
Anne Arundel County, Md.

IN THE
CIRCUIT COURT

FOR
~~OR~~

~~BALTIMORE COUNTY~~
ANNE ARUNDEL COUNTY

Docket Folio

No. 15,766 Equity

Military Affidavit

STATE OF MARYLAND, CITY OF BALTIMORE, To WIT:

I HEREBY CERTIFY that, before me, the subscriber, a Notary Public of said State, in
and for said City, personally appeared Julius Robinson

and made oath in due form of law that he (~~is~~) knows the defendant herein, and that to
the best of his (~~best~~) information, knowledge and belief

- (1) said defendant ^{s are} ~~is~~ not in the military service of the United States,
- (2) said defendant ^{s are} ~~is~~ not in the military service of any nation allied with the United States,
- (3) said defendant ^{have} ~~is~~ not been ordered to report for induction under the Selective Training and Service Act of 1940 as amended,
- (4) said defendant ^{s are} ~~is~~ not a member of the Enlisted Reserve Corps who has been ordered to report for military service.

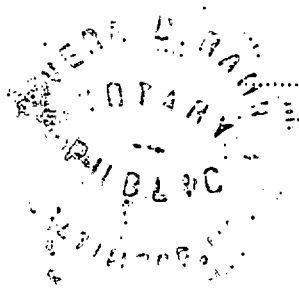
Julius Robinson
Affiant.

Subscribed and sworn to before me
this 1st day of August 1963.

Vera D. Fahn
Notary Public

FILED

1963 AUG -2 AM 10:10



DECREE FOR SALE OF MORTGAGE PREMISES

JULIUS ROBINSON, Assignee of
 Tuscan Savings and Loan Association, Inc.
 801 Tower Bldg., Balto. 2, Md.

vs.

JERRY R. TAYLOR and
 CELESTE JANE TAYLOR, his wife,
 Magothy Beach
 Anne Arundel County, Md.

IN THE
CIRCUIT COURT

FOR
~~OF~~
 ANNE ARUNDEL COUNTY
~~BALTIMORE CITY~~

No. 15,766 Equity

TERM, 19...

The Petition and Exhibit in the above cause having been submitted, the proceedings therein were by the Court read and considered:

It is, Thereupon, This 5th day of August, in the year 1953, for Anne Arundel County
 nineteen hundred and sixty-three, by the Circuit Court ~~of Baltimore City~~,
ADJUDGED, ORDERED and DECREED, that the Mortgaged property in the proceedings
 mentioned be sold, at or after any one of the periods limited in the mortgage filed for the for-
 feiture of said mortgage; that Louis C. Fried
 be and he is hereby appointed Trustee to make said sale, and
 that the course and manner of his proceedings shall be as follows: he
 shall file with the Clerk of this Court, a Bond to the State of Maryland, executed by
 himself and a corporate surety or sureties to be approved by this Court, or by the
 Clerk thereof, in the penalty of Eight Thousand (\$8,000.00) Dollars, conditioned
 for the faithful performance of the trust reposed in him by this decree, or to be
 reposed in him by any future Decree or Order in the premises: he shall
 then proceed to make the said sale, having given at least three weeks' notice by advertise-
 ment, inserted in such ~~one~~ newspaper or newspapers published in ~~the City of Baltimore~~ Anne Arundel County
 as he shall think proper, of the time, place, manner and terms of sale, which
 shall be cash, deposit of \$500.00 at time of sale, balance in cash upon final ratification
 or sale by the Court, the credit payment to bear interest from the day of sale; and as soon as
 may be convenient after any such sale or sales, the said Trustee shall return to this Court a
 full and particular account of his proceedings relative to the sale; with an affidavit annexed of the truth thereof, and of the fair-
 ness of said sale; and on obtaining the Court's ratification of the sale, and on payment of the
 whole purchase money (and not before), the said Trustee shall by a good and sufficient deed,
 to be executed, acknowledged and recorded, according to law, convey to the purchaser or pur-
 chasers, his, her or their heirs, the property
 and estate to him, her or them sold, free, clear and discharged from all claim of the parties
 hereto, Petitioner and Mortgagor and those claiming by, from or under them, or either of them.
 And the said Trustee shall bring into this Court the money arising from said sale, to be dis-
 tributed under the direction of this Court, after deducting the cost of this suit, and such com-
 mission to the said Trustee as this Court shall think proper to allow in consideration of the
 skill, attention and fidelity wherewith he shall appear to have discharged
 his trust; provided, that before the sale herein before decreed shall be made, a state-
 ment of the mortgage claim, duly verified by affidavit, as required by law, be filed in said cause.

O. Brown Duckett
 Clerk

FILED

1953 AUG -6 AM 11:40

KNOW ALL MEN BY THESE PRESENTS:

THAT WE Louis C. Fried, 8021 Tower Building, Baltimore, Maryland ^{BOOK 12 PAGE 153}
 as principal,
 and Hartford Accident and Indemnity Company a corporation of the State of
Connecticut as surety, are held and firmly bound unto the State of Maryland, in the full
 and just sum of EIGHT THOUSAND AND NO/100 (\$8,000.00) Dollars,
 current money, to be paid to the said State of Maryland, or its certain Attorney; to which payment, well
 and truly to be made and done, we bind ourselves, and each of us, our and each of our Heirs, Successors
 and Assigns, Executors and Administrators, jointly and severally, firmly by these presents. Sealed with
 our seals, and dated this 19th day of August in the year
 of our Lord one thousand nine hundred and Sixty-Three

WHEREAS, the above bounden Louis C. Fried Anne Arundel County
 by virtue of a decree of the Honorable Judge of the Circuit Court of Baltimore City, has been ap-
 pointed trustee to sell Third Election District, Anne Arundel County, Lots
867-868 and Southern most portion of 869
 mentioned in the proceedings in the case of Julius Robinson, assignee of Tuscan Savings & Loan
Association, Inc.
 vs.

Jerry R. Taylor and Celeste Jane Taylor
 now pending in said Court:

Now the Condition of the above Obligation is such,
 THAT IF THE ABOVE BOUNDEN Louis C. Fried
 do and shall well and faithfully perform the trust reposed in him by said decree, or that may
 be reposed in him by any future decree or order in the premises, then the above obligation to
 be void; otherwise to be and remain in full force and virtue in law

Vera D. Rahn
 Signed, sealed and delivered
 in the presence of

Janice Lee Hoddinott
 Janice Lee Hoddinott

Louis C. Fried (SEAL)
 Louis C. Fried
 Hartford Accident and Indemnity Company (SEAL)
Jessie E. Meyer (SEAL)
 Jessie E. Meyer, Attorney-in-Fact.

State of Connecticut, County of Hartford, sct:

KNOW ALL MEN BY THESE PRESENTS: That the HARTFORD ACCIDENT AND INDEMNITY
COMPANY, a corporation of the State of CONNECTICUT

does hereby constitute and appoint R. W. MULDOON and/or DOUGLAS H. GEER and/or

E. M. KEYSER and/or JESSIE E. MEYER,
 its attorney^s -in-fact to make, execute and deliver on its behalf, as surety, all bonds of any kind, character and
 description that are or may be required to be filed in the Circuit Court of Anne Arundel County
Baltimore City, State of
 Maryland, and it does hereby declare that all such bonds signed and executed by its said attorney^s -in-fact shall
 be as binding on it as if they had been duly executed by its proper officers. This power shall remain in full force
 and effect until duly revoked and written notice thereof given.

WITNESS the seal of the said HARTFORD ACCIDENT AND INDEMNITY COMPANY

duly affixed by its Vice-President and attested by its Secretary, this 19th

day of August 1963.

Bond approved this 23 day of August, 1963

John F. Beardsley, Clerk

John F. Beardsley, Secretary

HARTFORD ACCIDENT AND INDEMNITY COMPANY

By: E. A. Cowie, Vice-President

I HEREBY CERTIFY that the above is a correct and true copy of the original power of attorney.

August 19, 1963

HARTFORD ACCIDENT AND INDEMNITY COMPANY

John F. Beardsley, Secretary

Trustee Sale

Valuable Property

CORNER BEECH AVE & CENTER STS UPPER MAGOTHY BEACH

By virtue of a decree of the Circuit Court for Anne Arundel County, in Equity, the undersigned, Trustee, will sell at public auction on the premises on

Wed., Sept. 11, 1963
at 1 P.M.

The following described property situate, lying and being in the Third Election District of Anne Arundel County, aforesaid:

BEING KNOWN AND DESIGNATED as Lots Nos. 867, 868 and the southernmost one-half of 869, being a strip of land ten feet wide binding along the division line between Lots Nos. 868 and 869, as shown on the Plat of Magothy Beach recorded among the Land Records of Anne Arundel County in Plat Book No. 9, page 43 in fee simple. Improved by a recently constructed frame dwelling.

TERMS OF SALE: A cash deposit of \$500.00 will be required of the purchaser at the time and place of sale, balance of purchase price upon final ratification of sale by the Circuit Court for Anne Arundel County and to bear interest from date of sale to settlement. Taxes and all other expenses, including Sanitary District charges, if any, and all other assessments, and public charges to be adjusted to date of sale. Cost of all Documentary stamps, and County transfer tax, if any, shall be borne by the purchaser.

LOUIS C. FRIED, Trustee
802 Tower Bldg., Balto. 2, Md.
MU. 5-4926

10 MICHAEL FOX, Auctioneer
American Bldg. Balto 2, Md.
MU 5-2238

OFFICE OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

BOOK 151 PAGE 386

CERTIFICATE OF PUBLICATION

Annapolis, Md., *September 6*, 1963

We hereby certify, that the annexed

Trustee's Sale
Beach Ave. & Center Sts
Upper Magothy Beach

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for *3*

successive weeks before the *11th*

day of *September*, 1963. The first

insertion being made the *22nd* day of

August, 1963.

FILED

1963

SEP -9 AM 11:58

THE CAPITAL-GAZETTE PRESS, INC.

By *H. Tilghman*

JULIUS ROBINSON, Assignee of
Tuscan Savings and Loan Association, Inc.
801 Tower Bldg., Balto. 2, Md.
Vs.

JERRY R. TAYLOR and
CELESTE JANE TAYLOR, his wife,
Magothy Beach
Anne Arundel County, Md.

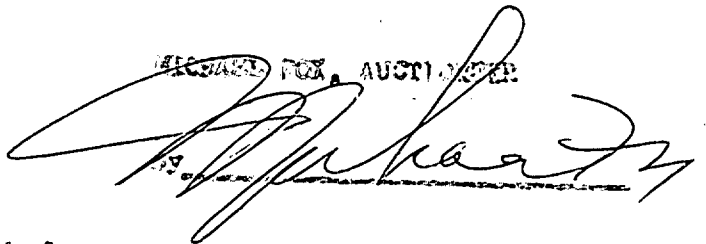
Magothy Beach Property

IN THE
CIRCUIT COURT
FOR
ANNE ARUNDEL COUNTY
In Equity - Case No. 15,766

AFFIDAVIT

I, the undersigned, do hereby certify that the annexed bill or statement of the fees and costs due us, set forth in detail, are all and singular of the fees and costs due us, and that we have not paid or will not pay, directly or indirectly, any sum or consideration to anyone for employing us or aiding us to be employed to do the work for which the annexed bill or statement was rendered.

MICHAEL FOX, AUCTIONEER



Subscribed and sworn to before me, a Notary Public in and for
the City of Baltimore, by Michael Fox this 11th day
of September, 1963.

Florence S. Woolston
Florence S. Woolston, Notary Public



FILED

1963 SEP 19 PM 12:07

JULIUS ROBINSON

vs.

JERRY R. TAYLOR and
CELESTE JANE TAYLOR, his wife

IN THE
CIRCUIT COURT FOR
ANNE ARUNDEL COUNTY
In Equity - Case No. 15,766

BOOK 151 PAGE 388

STATE OF MARYLAND, CITY OF BALTIMORE, Set:

I HEREBY CERTIFY, that on this

11th

day of

Sept

1963, before me, the subscriber, a Notary Public of the State of Maryland, in
and for the City of Baltimore, aforesaid personally appeared Julius Robinson

_____ purchaser at the foreclosure sale in this cause,
and made oath in due form of law that he is the purchaser and purchased same as
principal and not as an agent for anyone, and that he has not directly or
indirectly discouraged anyone from bidding for the said property
mentioned in the said Report of Sale.

Julius Robinson
Dora Robinson Per J.R.
Purchaser

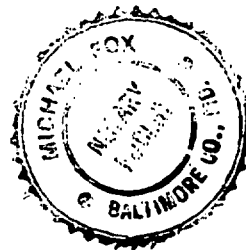
(SEAL)
(PLACE)

Michael F. Fox
Notary Public

(Title BR 6-2 Sale of Real Property or Chattels

Real and BR 6-3 Affidavit of Purchaser)

BR 6-4 519 & 520



FILED

1963 SEP 19 PM 12:07

REPORT OF SALE

BOOK 151 PAGE 389

JULIUS ROBINSON, Assignee of
Tuscan Savings and Loan Association, Inc.
801 Tower Bldg., Balto. 2, Md.

vs.

JERRY R. TAYLOR and
CELESTE JANE TAYLOR, his wife,
Magothy Beach
Anne Arundel County, Md.

IN THE
CIRCUIT COURT

FOR
~~XXXX~~
ANNE ARUNDEL COUNTY
~~BALTIMORE COUNTY~~
IN EQUITY
Case No. 15,766

To The Honorable Judge of the
Circuit Court of Baltimore City:

The Report of Sale of Louis C. Fried

Trustee appointed by the decree in the above entitled cause, to make sale of Fee Simple Lots of Ground and Improvements known as Lots 867, 868 and southernmost one-half of 869 as shown on the Plat of Magothy Beach recorded among the Land Records of Anne Arundel County in Plat Book No. 9, page 43, Third Election District, Anne Arundel County, in the proceedings in said cause mentioned, respectfully shows, that after giving bond with security for the faithful discharge of his trust as prescribed by said decree, which was duly approved, and having given notice of the time, place, manner and terms of sale, by advertisements inserted in The Maryland Gazette

a ~~daily~~ newspaper published in Baltimore City for more than three successive weeks preceding the day of sale, said Trustee did pursuant to said notice on Wednesday the 11th day of September 19 63 at 1 o'clock P. M. attend on the premises and then and there sold the fee simple lots of ground Being Known as Lots Nos. 867, 868 and the southernmost one-half of 869, being a strip of land ten feet wide binding along the division line between Lots Nos. 868 and 869, as shown on the Plat of Magothy Beach recorded among the Land Records of Anne Arundel County in Plat Book No. 9, page 43, to Julius Robinson and Dora Robinson, his wife, for Four Thousand Dollars (\$4,000.00) in fee simple. Said purchaser being the highest bidders therefor.

Louis C. Fried
Louis C. Fried, Trustee
802 Tower Bldg., Balto. 2, Md.

State of Maryland, City of Baltimore, Set:

I HEREBY CERTIFY, That on this 13th day of September 19 63 before me, the subscriber, a Notary Public of the State of Maryland, in and for the City of Baltimore aforesaid, personally appeared Louis C. Fried,

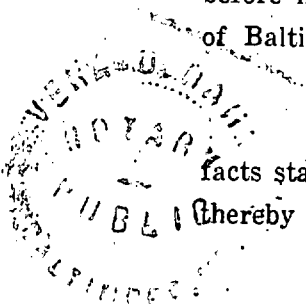
Trustee, and made Oath that the facts stated in the foregoing Report of Sale are true, as therein set forth, and that the sale thereby reported was fairly made.

As witness my hand and Notarial Seal,

Vera D. Rahn
Vera D. Rahn, Notary Public.

1963 SEP 19 PM 12:07

FILED



ORDER NISI

BOOK 151 PAGE 390

JULIUS ROBINSON, ASSIGNEE OF
TUSCAN SAVINGS AND LOAN ASSOCIATION,
INC.

versus

JERRY R. TAYLOR AND
CELESTE JANE TAYLOR, HIS WIFE

IN THE
CIRCUIT COURT

FOR
ANNE ARUNDEL COUNTY

No. 15,766 Equity

Ordered, this 19th day of September, 1963, That the sale of the
property in these proceedings mentioned
made and reported by Louis C. Fried, Trustee

BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 28th
day of October next; Provided, a copy of this Order be inserted in some newspaper
published in Anne Arundel County, once in each of three successive weeks before the 28th
day of October next.

The report states that the amount of sale was \$4,000.00

Louis H. Phlips Clerk.

True Copy,

Louis C. Fried, Atty.
(Final Order)

TEST: Clerk.
FOR: Maryland Gazette Sept. 26th

JULIUS ROBINSON, ASSIGNEE OF
TUSCAN SAVINGS AND LOAN ASSOCIATION,
INC.

versus

JERRY R. TAYLOR AND
CELESTE JANE TAYLOR, HIS WIFE

IN THE
CIRCUIT COURT

FOR
ANNE ARUNDEL COUNTY

Term, 19

ORDERED BY THE COURT, This 19th day of October, 1963
that the sale made and reported by the Trustee aforesaid, be and the same is hereby finally Ratified and
Confirmed no cause to the contrary having been shown, although due notice appears to have been given as re-
quired by the Order Nisi, passed in said cause; and the Trustee allowed the usual commissions and, such
proper expenses as he shall produce vouchers for the Auditor.

FILED

1963 OCT 29 PM 1:58

George Sachs
JUDGE.

14

Order Nisi

IN THE
CIRCUIT COURT
FOR

ANNE ARUNDEL COUNTY
NO. 15,766 EQUITY

JULIUS ROBINSON, Assignee of
Tuscan Savings and Loan Asso-
ciation, Inc.

versus

JERRY R. TAYLOR AND
CELESTE JANE TAYLOR, HIS
WIFE

Ordered, this 19th day of Sep-
tember, 1963, That the sale of the
property in these proceedings
mentioned made and reported by
Louis C. Fried, Trustee BE RATI-
FIED AND CONFIRMED, unless
cause to the contrary thereof be
shown on or before the 28th day
of October next; Provided, a copy
of this Order be inserted in some
newspaper published in Anne
Arundel County, once in each of
three successive weeks before the
28th day of October next.

The report states that the
amount of sale was \$4,00.00

LOUIS N. PHIPPS, Clerk

True Copy, TEST:

LOUIS N. PHIPPS, Clerk
O-17

OFFICE OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

BOOK 151
PAGE 391

CERTIFICATE OF PUBLICATION

Annapolis, Md., October 21, 1963

We hereby certify, that the annexed

Order Nisi - Sale
No. 15,766 Equity
"Jerry R. Taylor"

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel
County, Maryland, once a week for 4

successive weeks before the 28th

day of October, 1963. The first

insertion being made the 26th day of

September, 1963.

FILED

THE CAPITAL-GAZETTE PRESS, INC.

By Lillie L. French

No. M. C. 5-453

1963

OCT 22 PM 4:31

15

In the Case of

JULIUS ROBINSON, Assignee of Tuscan Savings & Loan Association, Inc.

VS.

JERRY R. TAYLOR and
CELESTE JANE TAYLOR

In the

Circuit Court

For

Anne Arundel County

No. 15,766 Equity

To the Honorable, the Judges of said Court:

The Auditor reports to the Court that he has examined the proceedings in the above entitled cause, and from them he has stated the within account, and that he has this day given notice of the filing of this account to all parties and persons who have filed a claim to the proceeds of sale herein, in accordance with General Equity Rule #595.

1564 JAN 24 PM 10:53

FILED

All of which is respectfully submitted.

Arthur A. Anderson
Auditor.

FINAL ORDER

ORDERED BY THE COURT, this 11th day of February, 1964, that the foregoing Report and Account of the Auditor be and the same is hereby finally ratified and confirmed, no cause to the contrary having been shown, and that the Trustee apply the proceeds accordingly with a due proportion of interest as the same has been or may be received.

Louis N. Phipps
Clerk
Per: *L. Murphy*, deputy

FILED

1564 FEB 11 PM 12:12

Сг.

		Dr.		Cr.	
By	Amount of Sale, as per Trustee's Report of Sale fd			4,000	00
By	Interest, 6%, on deferred payment \$3,500.00 from 9/11/63 to 11/30/63			46	70
					4,046 70
To	Trustee, for fee, viz:	100	00		
To	Trustee, for commission, viz:	150	00		
				250	00
To	Trustee, for court costs, viz:				
	Plaintiff's Solicitor appearance fee	10	00		
	Clerk, court costs	28	00		
	Auditor, this account	22	50		
				60	50
To	Trustee, for expenses, viz:				
	Capital-Gazette Press, Inc. Adv. & Nisi - Sale	55	68		
	Hartford Accident & Indemnity Co. bond	32	00		
	Michael Fox, Auctioneer's fee	50	00		
	Notary fees	3	00		
				140	68
To	Julius Robinson, Mortgagee, on account of Mortgage claim	3,595	52		
				3,595	52
					4,004 67
	Balance due on Mortgage, as per claim filed	7,410	54		
	Interest, 6%, on principal balance, \$7,263.34 from 8/1/63 to 1/31/64	217	89		
		7,628	43		
	Credit amount allowed above	3,595	52		
	This amount subject to decree in personam	4,032	91		

IN THE MATTER OF THE : NO. 12,956 EQUITY
 :
 ESTATE OF : IN THE
 :
 ROBERT H. ELLIOTT, : CIRCUIT COURT
 Incompetent ; FOR
 : ANNE ARUNDEL COUNTY

Petition and Order of Court
 for Final Accounting.

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The petition of Marvin I. Anderson, Substituted Committee in the above case respectfully states:

1. That Robert H. Elliott died intestate on the 29th day of November, 1963.

2. That Letters of Administration were granted to Marvin I. Anderson as will be seen by the certified copy of Letters of Administration and bond filed herewith.

3. That there is attached hereto a list of receipts and disbursements since the last account was filed on February 1963, under Rule 20.

WHEREFORE, your petitioner prays this case be referred to the Auditor for stating an account; that your petitioner be directed to turn over the assets to Marvin I. Anderson, Administrator of the Estate of Robert H. Elliott; and that Marvin I. Anderson, Substituted Committee and his bond be discharged from any further obligation in the premises.

And as in duty bound, etc.,

Marvin I. Anderson
 Marvin I. Anderson, Substituted
 Committee Robert H. Elliott

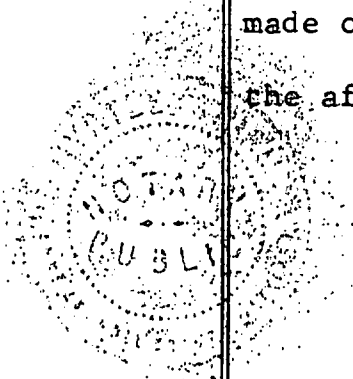
STATE OF MARYLAND, ANNE ARUNDEL COUNTY TO WIT:

I hereby certify that on this 16th day of January

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 1964 JAN 16 AM 10:24

~~January~~ in the year Nineteen hundred and sixty-four, before me, the subscriber, a Notary Public of the State of Maryland in and for the County aforesaid, personally appeared Marvin I. Anderson, Substituted Committee of the Estate of Robert H. Elliott, and made oath in due form of law that the matters and facts stated in the foregoing petitioner are true as therein set forth.

Witness my hand and seal Notarial,



[Signature]
Notary Public

ORDER OF COURT

Ordered this 16th day of January in the year 1964, by the Circuit Court for Anne Arundel County that the above case be and the same is hereby referred to the Court Auditor for the purpose of stating an account; and upon said account being stated and its final ratification by this Court, the Substituted Committee be, and he is hereby authorized and directed to turn over the assets of said Estate to the Administrator herein named; and upon said delivery the Substituted Committee and his bond be and the same are discharged from further liability or obligation in this Estate.

[Signature]
Judge

FILED

1964 JAN 16 PM 11:05

141

In the Case of

IN THE MATTER OF THE ESTATE OF
ROBERT H. ELLIOTT, Incompetent

VS.

In the
Circuit Court
For

Anne Arundel County

No. 12,956 Equity

To the Honorable, the Judges of said Court:

The Auditor reports to the Court that he has examined the proceedings in the above entitled cause, and from them he has stated the within account, and that he has this day given notice of the filing of this account to all parties and persons who have filed a claim ~~to the proceeds of sale~~ herein, in accordance with General Equity Rule #595.

All of which is respectfully submitted.
January 27, 1964:

John H. Hopkins, IV
John H. Hopkins, IV,

Auditor.

FINAL ORDER

ORDERED BY THE COURT, this 13th day of February, 1964, that the foregoing Report and Account of the Auditor be and the same is hereby finally ratified and confirmed, no cause to the contrary having been shown, and that the Trustee apply the proceeds accordingly with a due proportion of interest as the same has been or may be received.

Louis Y. Phipps
Clerk
Per: *John H. Hopkins, IV*, deputy

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1964 FEB 13 AM 9:32

In Acct. with MARVIN I. ANDERSON, Substituted Committee

					Cr.
		Corpus of Estate in hands of Substitute			
		Committee, as per Rule 20 Report filed 2/15/63, viz:			
		Real Estate:			
		519 Sixth Street, Annapolis, Maryland	6,120	00	
		515 - 517 Sixth Street, " "	7,490	00	
		Lot in rear of 517-519 Sixth Street	240	00	
		Bonds:			
		3-\$5,000.00 U. S. Govt.-Series H	15,000	00	
		Cash:			
		Maryland National Bank - Ck. acct.	1,871	55	
		Maryland National Bank - Savings acct.	2,420	76	
		Farmers National Bank - " "	2,214	16	
		First Fed. Sav'gs & Loan Assn.-Savings acct.	10,213	63	45,570 10
		Receipts since 1/1/63, viz:			
		U.S. Government annuity	2,530	00	
		Interest on U. S. Savings Bonds	337	50	
		Mrs. Boettcher, rent	275	00	
		Roland Lee, rent	495	00	
		Helen H. Riley - rent - 519 Sixth Street	300	00	
		Ula Collison - rent, 519 Sixth Street	330	00	
		Metropolitan Life Ins. Co. - dividends	155	98	
		Refund oil from 519 Sixth Street	25	06	
		Ula Collison - 1 month water rent	2	17	
		Interest-Maryland National Bk.-Sav'g.acct.	43	80	
		" Farmers Natl. Bank - Sav'g. acct.	51	61	
		" First Fed. Sav. & Ln. " "	441	05	
		From Shady Oaks Manor, Inc.	500	00	5,487 17
		Total Estate to be accounted for			51,057 27

	Disbursements since 1/1/63, viz:				
	To Committee for Commissions,				
	10% on receipts of \$5,487.17 since 1/1/63	548	72		
	10% on expenditures of \$7,794.68 since 1/1/63	779	47		
	10% on income and expenditures 4/4/62 to 12/31/62 - Court order 2/18/63	437	46	1,765	65
	To Committee for Court Costs, viz:				
	Clerk of Court - Court costs	21	00		
	Auditor-Rule 20 Report to 12/31/62	16	00		
	Auditor - stating this account	45	00	82	00
	To Committee for expenses, viz:				
	Capital Gazette Press - advertising	129	92		
	City of Annapolis - water rent	78	12		
	Treasurer-Amne Arundel Co. - 1963 taxes	322	02		
	Collector-City of Annapolis-1963 taxes	214	68		
	Metropolitan Life Ins. Co.-Ins. premium	244	58		
	State Div. of Disbursements for ward	2,760	00		
	Director Internal Revenue-income tax	1,051	85		
	Comptroller of Treas.-State income tax	8	52		
	Balto. Gas & Electric Co.	209	98		
	Thomas G. Basil, Inc.-insurance premium	21	76		
	E.C.Murray, Inc. - insurance premium	12	89		
	Balto. Life Ins. Co. - insurance premium	21	80		
	National Surety Corp. - bond premium	60	00		
	Maryland National Bank - service charge	5	70		
	" " " - box rent	4	40		
	Heidler & Branzell - 519 Sixth Street	17	00		
	Francis Moreland - removing tree	190	00		
	August Military Academy, Etc. for R.H.Elliott, Jr. - Court order 8/30/63	2,000	00		
	State Dept. of Health - certificates	4	00	7,357	22
	To Marvin I. Anderson, Administrator of				
	Estate of Robert H. Elliott - this balance	41,852	40	41,852	40
				51,057	27
144					

PETITION FOR SALE OF PROPERTY

BOOK 151 PAGE 399

METROPOLITAN LIFE INSURANCE COMPANY,
Assignee
1 Madison Avenue
New York 10, New York

Plaintiff

Vs.

HARRY T. HAYMAN, JR. and
PAULINE HAYMAN, his wife
1312 Eleanor Drive
Anne Arundel County, Maryland

Defendants

Docket..... Folio.....

Case No. Equity No. 15,975

Filed

IN THE

CIRCUIT COURT

FOR

~~BALTIMORE COUNTY, IN EQUITY~~

ANNE ARUNDEL COUNTY, IN EQUITY

To the Honorable, the Judge of said Court:

The petition of the plaintiff respectfully represent s:

That on the 27th day of November A.D. 1959 the defendant~~s~~ Executed and delivered to Weaver Bros. Inc. of Maryland, a body corporate of the State of Maryland, a mortgage upon certain leasehold property in Anne Arundel County, therein described, to secure the payment of the mortgage debt of \$10,700.00 interest as therein mentioned, ~~wherein~~ which mortgage, by mesne assignments, was short assigned on December 1, 1959 unto Metropolitan Life Insurance Company, wherein said mortgagor s assented to the passage of a decree for the sale of said mortgaged property, to take place at any time after and default in any covenant or condition of said mortgage; all which will appear from said mortgage, marked "Petitioner's Exhibit No. 1", and filed herewith as part of this petition.

AND WHEREAS, a default has occurred in the payment of principal and interest, as provided in said mortgage.

And your petitioner pray s that a decree may be passed for the sale of said property in accordance with the terms of said mortgage.

And as in duty, &c.

John J. Neubauer, Sr.
John J. Neubauer, Sr., Attorney for Plaintiff
Keyser Building
Baltimore, Maryland - 21202
Le 9 - 3212 ~~Attorney, XXXXXXXXXXXXX~~

MORTGAGE

#5752 *Equity*
No. 15-975
A. D. 1959, by

PURCHASE MONEY

THIS MORTGAGE, Made this 27th day of November
and between HARRY T. HAYMAN and PAULINE HAYMAN, His Wife
JR.

of Anne Arundel County, in the State of Maryland, hereinafter called the Mortgagor, and
WEAVER BROS. INC. OF MARYLAND,
a corporation organized and existing under the laws of the State of Maryland
hereinafter called the Mortgagee.

WHEREAS, the Mortgagor, ~~being a member of the Mortgagee~~ is justly indebted to the Mortgagee for
borrowed money in the principal sum of **TEN THOUSAND SEVEN HUNDRED AND 00/100**-----
Dollars (\$10,700.00), being part of the purchase money for the property hereinafter described, with
interest from date at the rate of **five & three quarters** per centum **6 3/4** (%) per annum on the unpaid
principal until paid, principal and interest being payable at the office of **Weaver Bros. Inc. of**
Maryland, in **Baltimore**
Maryland, or at such other place as the holder hereof may designate in writing, in monthly installments
of **SIXTY-TWO AND 49/100**-----Dollars (\$62.49),
commencing on the first day of **January**, 1960, and on the first day of each month there-
after until the principal and interest are fully paid, except that the final payment of principal and interest,
if not sooner paid, shall be due and payable on the first day of **December**, 1989.
Privilege is reserved to pay this debt in whole, or in an amount equal to one or more monthly payments on
the principal that are next due, on the first day of any month prior to maturity: PROVIDED, HOWEVER, That
written notice of an intention to exercise such privilege is given at least thirty (30) days prior to pre-
payment; and provided further that in the event this debt is paid in full prior to maturity and while it is
insured under the provisions of the National Housing Act, all parties liable for the payment of same,
whether principal, surety, guarantor or endorser, agree to be jointly and severally bound to pay to the
holder of this mortgage a premium charge of one percent (1%) of the original principal amount hereof,
except that in no event shall the adjusted premium exceed the aggregate amount of premium charges
which would have been payable if the mortgage had continued to be insured until maturity; such payment
to be applied by the holder hereof upon its obligation to the Federal Housing Commissioner.

AND WHEREAS, it was a condition precedent to the making of the aforesaid loan that the repayment
thereof, with interest, should be secured by the execution of these presents.

NOW, THEREFORE, THIS MORTGAGE WITNESSETH, that in consideration of the premises and the sum of
One Dollar (\$1.00) this day paid, the receipt whereof is hereby acknowledged, the Mortgagor does hereby
grant, convey and assign unto the Mortgagee, its successors and assigns, all that lot(s) of ground
situate, lying and being in **Anne Arundel County**, in the State of Maryland aforesaid, and
described as follows, that is to say:

BEING known and designated as Lot No. 10 as shown on a Plat entitled
"Oakwood Manor", which Plat is duly recorded among the Plat records
of Anne Arundel County in Plat Book 30, folio 35. The improvements
thereon being known as No. 1312 Eleanor Drive.

BEING the same lot of ground which by Deed of even date herewith
recorded or intended to be recorded among the Land Records of Anne
Arundel County immediately prior hereto was granted and conveyed by
The Dixon Holding Company unto the Mortgagors herein.

METROPOLITAN LIFE INSURANCE COMPANY,
Assignee

Plaintiff

vs.

IN THE CIRCUIT COURT FOR

HARRY T. HAYMAN, JR. and
PAULINE HAYMAN, his wife
1312 Eleanor Drive
Anne Arundel County, Md.

Defendants

ANNE ARUNDEL COUNTY

IN EQUITY

PETITIONER'S EXHIBIT #1

*Delete italicized words if Mortgagee is not a Building and Loan Association.

FOR VALUE RECEIVED AND WITHOUT RECOURSE, WEAVER BROS. INC. OF MARYLAND hereby assigns the within and foregoing Mortgage and the mortgage debt secured thereby unto the Maryland Trust Company.

As witness the signature of said body corporate, Assignor, by the hand of Roy E. Paddock its Vice President and its corporate seal hereto affixed, this 27th day of November, 1959.

WITNESS:

WEAVER BROS. INC. OF MARYLAND

Sharon W. Noppinger

BY: *Roy E. Paddock* (SEAL)

Sharon W. Noppinger

Recorded Dec. 3, 1959 at 1:14 P.M. Roy E. Paddock, Vice President

FOR VALUE RECEIVED AND WITHOUT RECOURSE, MARYLAND TRUST COMPANY hereby assigns the within and foregoing Mortgage and the mortgage debt secured thereby unto the Metropolitan Life Insurance Company.

As witness the signature of said body corporate, Assignor, by the hand of John R. Cupit its Vice President, and its corporate seal hereto affixed, this 1st day of December, 1959.

WITNESS:

MARYLAND TRUST COMPANY

James R. Bird
James R. Bird, Secretary

BY: *John R. Cupit* (SEAL)
John R. Cupit, Vice President

Recorded Dec. 3, 1959 at 1:14 P.M.

This mortgage is made upon the distinct understanding between the parties hereto that if any of the following items are located on the property above described they shall be considered as fixtures and as such shall pass as a part of the realty hereby conveyed and mortgaged, viz.: All garages; all bathroom accessories, such as tub, lavatory, closet combination, built in medicine cabinets; all kitchen accessories, such as sink, built in kitchen units, garbage disposal unit, dishwasher, gas, electric, and coal ranges; breakfast nook furniture which is attached to or affixed to the dwelling; all cellar accessories, such as laundry equipment and tubs; heating plant complete with its boiler, circulators, radiators, piping and tubing; hot water heaters; oil burner, with its motors, piping and tubing; oil tanks; built in club room with its appurtenances; built in radio and television antenna; all lighting fixtures; built in mantels; screens for windows and doors, storm-windows and window shades. The foregoing enumeration of specific items shall not be construed as excluding from the operation of this mortgage anything on said premises which would partake of the nature of a fixture or fixtures, and which would by operation of law pass to the Mortgagee as a part of the Mortgagee's security.

TOGETHER with the buildings and improvements thereon, and the rights, roads, alleys, ways, waters, privileges, appurtenances and advantages thereto belonging or in anywise appertaining.

TO HAVE AND TO HOLD the said lot (x) of ground and improvements unto the said Mortgagee, its successors and assigns, subject to the payment of an annual ground rent of \$120.00 payable half-yearly on the 27th days of May and November in each and every year.

PROVIDED, That this conveyance shall be null and void upon the performance of all conditions and stipulations mentioned herein and upon the full payment of the principal debt secured hereby, and the interest thereon, and all moneys advanced or expended, and all other proper costs, charges, commissions and expenses as herein provided. When this mortgage shall have been fully paid off in accordance with its terms and tenor, it will be duly released by the Mortgagee at the request and expense of the Mortgagor, but in the event of default in the payment of any installment of principal or interest as above provided (it being agreed that the default shall exist only if not made good prior to the due date of the next such installment), or if there be a default in any of the conditions, stipulations or covenants of this mortgage, then the Mortgagee may exercise the option of treating the remainder of the mortgage debt hereby secured due and payable. Failure to exercise this option shall not constitute a waiver of the right to exercise it at any other time.

And the Mortgagor, in order more fully to protect the security of this mortgage, covenants and agrees as follows:

1. That, together with, and in addition to, the monthly payments of principal and interest payable under the terms of the mortgage debt hereby secured, the Mortgagor will pay to the Mortgagee, on the first day of each month until the said debt is fully paid, the following sums:

(a) If this mortgage and the mortgage debt hereby secured are insured under the provisions of the National Housing Act and so long as they continue to be so insured, one-twelfth ($\frac{1}{12}$) of the annual mortgage insurance premium for the purpose of putting the Mortgagee in funds with

which to discharge the said Mortgagee's obligation to the Federal Housing Commissioner for mortgage insurance premiums pursuant to the applicable provisions of the National Housing Act, as amended, and Regulations thereunder. The Mortgagee shall, on the termination of its obligation to pay mortgage insurance premiums, credit to the account of the Mortgagor all payments made under the provisions of this subsection which the Mortgagee has not become obligated to pay to the Federal Housing Commissioner.

- (b) A sum equal to the ground rents, if any, next due, plus the premiums that will next become due and payable on policies of fire and other hazard insurance covering the mortgaged property, plus taxes and assessments next due on the mortgaged property (all as estimated by the Mortgagee) less all sums already paid therefor divided by the number of months to elapse before one month prior to the date when such ground rents, premiums, taxes and assessments will become delinquent, such sums to be held by Mortgagee in trust to pay said ground rents, premiums, taxes and special assessments.
- (c) All payments mentioned in the two preceding subsections of this paragraph and all payments to be made under the mortgage debt hereby secured shall be added together and the aggregate amount thereof shall be paid by the Mortgagor each month in a single payment to be applied by the Mortgagee to the following items in the order set forth:
 - (I) premium charges under the contract of insurance with the Federal Housing Commissioner;
 - (II) ground rent, if any, taxes, special assessments, fire and other hazard insurance premiums;
 - (III) interest on the mortgage debt secured hereby; and
 - (IV) amortization of the principal of said debt.

Any deficiency in the amount of such aggregate monthly payment shall, unless made good by the Mortgagor prior to the due date of the next such payment, constitute an event of default under this mortgage. The Mortgagor agrees to pay a "late charge" not to exceed two (2) cents for each dollar of each payment more than fifteen (15) days in arrears, to cover the extra expense involved in handling delinquent payments.

2. If the total of the payments made by the Mortgagor under (b) of paragraph 1 preceding shall exceed the amount of payments actually made by the Mortgagee for ground rents, taxes, assessments or insurance premiums, as the case may be, such excess shall be credited by the Mortgagee on subsequent payments to be made by the Mortgagor. If, however, the monthly payments made by the Mortgagor under (b) of paragraph 1 preceding shall not be sufficient to pay ground rents, taxes, assessments or insurance premiums when the same shall become due and payable, then the Mortgagor shall pay to the Mortgagee any amount necessary to make up the deficiency on or before the date when payment of such ground rents, taxes, assessments or insurance premiums shall be due. If at any time the Mortgagor shall tender to the Mortgagee, in accordance with the provisions of the mortgage debt secured hereby, full payment of the entire indebtedness, the Mortgagee shall, in computing the amount of such indebtedness, credit to the account of the Mortgagor all payments made under the provisions of (a) of paragraph 1 which the Mortgagee has not become obligated to pay to the Federal Housing Commissioner, and any balance remaining in the funds accumulated under the provisions of (b) of paragraph 1 hereof. If there shall be a default under any of the provisions of this mortgage resulting in a public sale of the premises covered hereby, or if the Mortgagee acquires the property otherwise after default, the Mortgagee shall apply, at the time of the commencement of such proceedings, or at the time the property is otherwise acquired, the balance then remaining in the funds accumulated under (b) of paragraph 1 preceding, as a credit against the amount of principal then remaining unpaid under the mortgage debt, and shall properly adjust any payments which shall have been made under (a) of paragraph 1.

3. That he will pay all taxes, assessments, water rates and other governmental or municipal charges, fines, or impositions, and ground rents for which provision has not been made hereinbefore, and will promptly deliver the official receipts therefor to the Mortgagee; and in default of such payment by the Mortgagor, the Mortgagee may pay the same, and any sum or sums so paid by the Mortgagee shall be added to the mortgage debt hereby secured, shall be payable on demand, shall bear interest at the rate set forth hereinbefore and shall be secured by this mortgage.

4. That he will keep the said premises in as good order and condition as they are now and will not commit or permit any waste thereof, reasonable wear and tear excepted.

5. That he will keep the improvements now existing or hereafter erected on the mortgaged property, insured as may be required from time to time by the Mortgagee against loss by fire and other hazards, casualties and contingencies, including war damage, in such amounts and for such periods as may be required by the Mortgagee and will pay promptly, when due, any premiums on such insurance provisions for payment of which has not been made hereinbefore. All insurance shall be carried in companies approved by the Mortgagee and the policies and renewals thereof shall be held by the Mortgagee and have attached thereto loss payable clauses in favor of and in form acceptable to the Mortgagee. In event of loss Mortgagor will give immediate notice by mail to the Mortgagee, who may make proof of loss if not made promptly by Mortgagor, and each insurance company concerned is hereby authorized and directed to make payment for such loss directly to the Mortgagee instead of to the Mortgagor and the Mortgagee jointly, and the insurance proceeds, or any part thereof, may be applied by the Mortgagee at its option either to the reduction of the indebtedness hereby secured or to the restoration or repair of the property damaged. In event of foreclosure of this mortgage or other transfer of title to the mortgaged property in extinguishment of the indebtedness secured hereby, all right, title and interest of the Mortgagor in and to any insurance policies then in force shall pass to the purchaser or grantee.

6. That upon a default in any of the covenants of this mortgage, the Mortgagee shall be entitled, without notice to the Mortgagor, to the immediate appointment of a receiver of the property covered hereby, without regard to the adequacy or inadequacy of the property as security for the mortgage debt; and upon any such default, whether or not a receiver has been appointed, the rents and benefits of said property are hereby assigned to the Mortgagee as additional security. Until there is a default under this mortgage the Mortgagor shall have the right to possession of the said property.

7. That it shall be deemed a default under this mortgage if he shall sell, cease to own, transfer, or dispose of the within-described property without the written consent of the Mortgagee.

8. The Mortgagor further agrees that should this mortgage and the note secured hereby not be eligible for insurance under the National Housing Act within **60 days** from the date hereof (written statement of any officer of the Federal Housing Administration or authorized agent of the Federal Housing Commissioner dated subsequent to the **60 days** time from the date of this mortgage, declining to insure this mortgage, being deemed conclusive proof of such ineligibility), the Mortgagee or the holder of this mortgage may, at its option, declare all sums secured hereby immediately due and payable.

9. The Mortgagor covenants and agrees that so long as this mortgage and the said note secured hereby are insured under the provisions of the National Housing Act, he will not execute or file for record any instrument which imposes a restriction upon the sale or occupancy of the mortgaged property on the basis of race, color, or creed. Upon any violation of this undertaking, the Mortgagee may, at its option, declare the unpaid balance of the debt secured hereby immediately due and payable.

10. That he specially warrants the property herein mortgaged, and that he will execute such further assurances thereof as may be required.

AND the said Mortgagor(s) hereby assent(s) to the passage of a decree for the sale of the property hereby mortgaged (the sale to take place after a default in any of the covenants or conditions of this mortgage as herein provided), and the said Mortgagor(s) hereby also authorize(s) the said Mortgagee, its successors or assigns or John J. Neubauer, its duly authorized Attorney or Agent, after any default in the terms of this mortgage, to sell the hereby mortgaged property, and any such sale, whether under the above assent to a decree or under the above power of sale, shall be under the provisions of Article LXVI of the Public General Laws of Maryland, or under any other General or Local Law of the State of Maryland relating to mortgages, or any supplement, amendment, or addition thereto. And upon a sale of said property, whether under the above assent to a decree or under the above power of sale, the proceeds shall be applied as follows: (1) To the payment of all expenses incident to such sale, including a fee of ONE HUNDRED FIFTEEN----- Dollars and a commission to the party making the sale of said property equal to the commission allowed Trustees for making sale of property by virtue of a decree of a Court having equity jurisdiction in the State of Maryland; (2) to the payment of all claims of the said Mortgagee, its successors or assigns, under this mortgage whether the same shall have matured or not; (3) the surplus (if any there be), to the said Mortgagor(s), their heirs, personal representatives or assigns, or to whomever may be entitled to the same. Half of such commissions and all such expenses and costs shall be paid by the Mortgagor in the event that the mortgage debt shall be paid after any advertisement of said property but before sale thereof.

The covenants herein contained shall bind, and the benefits and advantages shall inure to, the respective heirs, executors, administrators, successors and assigns of the parties hereto. Whenever used, the singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

WITNESS the signature(s) and seal(s) of the Mortgagor(s) on the day and year first above written.

Witness:

William G. Kearney

WILLIAM G. KEARNEY

Harry T. Hayman, Jr.

HARRY T. HAYMAN, JR.

Pauline Hayman

PAULINE HAYMAN

[SEAL]

[SEAL]

[SEAL]

[SEAL]

STATE OF MARYLAND, CITY OF BALTIMORE

to wit: BOOK 1354 PAGE 346

I HEREBY CERTIFY, That on this the 27th day of November, 19 59, before me, a Notary Public of the State of Maryland, the undersigned officer, personally appeared HARRY T. HAYMAN and PAULINE HAYMAN, His Wife known to me (or satisfactorily proven) to be the person(s) whose name(s) is (are) subscribed to the within instrument and acknowledged that they executed the same for the purpose therein contained.

At the same time also personally appeared Sidney H. Tinley, Jr. the Agent of the within body corporate, Mortgagee, and made oath in due form of law that the consideration of said mortgage is true and bona fide as therein set forth; and also made oath that he is the agent of the Mortgagee and is duly authorized to make this affidavit.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

William G. Kearney
Notary Public

My commission expires: May 1, 1961.

Rec'd for record See 3 1959 at 1:14 P.M.

Filed to Harvey & Dixon

This form may be used as the security instrument in connection with mortgages to be insured under Section 203, Section 222, and in connection with "individual mortgages" to be insured under Section 213, Section 220, Section 221 and Section 809 of the National Housing Act.

STATE OF MARYLAND

Loan No. HARRY T. HAYMAN and PAULINE HAYMAN HIS WIFE MORTGAGE

TO WEAVER BROS., INC., OF MARYLAND Received for Record

at _____ o'clock M. 19 _____ Same day recorded in Liber No. _____ Folio _____, etc., one of the Records of _____ examined per _____ Clerk. Cost of Records, \$ 19.12

No. 1354	Insured	under section of the National Housing Act and Regulations of the Federal Housing Commissioner thereunder
Dated 3-5-3	As amended	
By	Authorized Agent	
Date		

FEDERAL HOUSING COMMISSIONER

Reference is made to the Regulations of the Federal Housing Commissioner for the purpose of the insurance protection in this note.

210 N. CALVERT STREET BALTIMORE 2, MARYLAND

IN THE CIRCUIT COURT

FOR

VS.

ANNE ARUNDEL COUNTY

IN EQUITY

28.15,975

• • • • • • • • • • • • • •

STATEMENT OF MORTGAGE DEBT

Daily interest is \$ 1.59

J. E. McGurk THIRD Vice-President

DANIEL J. LANE
NOTARY PUBLIC, State of New York
 No. 40-7417500
 Qualified in Putnam County
 Certificate filed in New York County
 Commission Expires March 30, 1964

Notary Public

METROPOLITAN LIFE INSURANCE COMPANY
Assignee
1 Madison Avenue
New York 10, New York
Plaintiff

VS.

HARRY T. HAYMAN, JR. and
PAULINE HAYMAN, his wife
1312 Eleanor Drive
Anne Arundel County, Maryland
Defendant

IN THE
CIRCUIT COURT FOR

~~ANNE ARUNDEL COUNTY~~
ANNE ARUNDEL COUNTY

Docket No., Folio

Equity No. 15, 975

NON-MILITARY SERVICE AFFIDAVIT

STATE OF MARYLAND, BALTIMORE ~~CITY~~ (CITY), To Wit:

I HEREBY CERTIFY, that on the ^{7th} day of ...November....., 1963...,
before me, the subscriber, a Notary Public of the State of Maryland, in and for
Baltimore ~~County~~ (City) personally appeared...JOHN J. NEUBAUER.....
.....
and made oath, in due form of law, that ..he. knows the Defendant(s) herein and
that to the best of his. information, knowledge and belief;

- (1) Said Defendant is not in the Military Service of the United States of America;
- (2) Said Defendant is not in the Military Service of any Nation allied with the United States of America;
- (3) Said Defendant has not been ordered to report for induction under the Selective Training and Service Act;
- (4) Said Defendant is not a member of the Enlisted Reserve Corps who has been ordered to report for Military Service.

...*Catherine T. Boegner*.....
CATHERINE T. BOEGNER, Notary Public

...*John J. Neubaer Sr.*.....
John J. Neubaer Affiant

BOOK

12 PAGE 233

IN THE CIRCUIT COURT

OF ANNE ARUNDEL COUNTY

STATE OF MARYLAND

BOOK

151 PAGE 407

Metropolitan Life Insurance Company

versus

Harry T. Hayman, Jr. and
Pauline Hayman, h/wBOND OF TRUSTEE TO SELL
Real Estate

No. 15,975 Equity

KNOW ALL MEN BY THESE PRESENTS: That we, John J. Neubauer, Sr. and
John J. Neubauer, Jr., Keyser Building, Baltimore 2, Maryland

and UNITED STATES FIDELITY AND GUARANTY COMPANY, a corporation of the State of
Maryland, as Surety, are held and firmly bound unto the State of Maryland, in the full and just sum of
Ten Thousand, Two Hundred Fifty and 00/100 - - - - -
Dollars (\$10,250.00) to be paid to the said State or its certain Attorney, to which payment, well
and truly to be made, we bind ourselves and each of us, our and each of our heirs, executors, adminis-
trators, successors and assigns, jointly and severally, firmly by these presents.

SEALED WITH OUR SEALS and dated this 13th day of November
in the year of our Lord one thousand, nine hundred and sixty-three.

WHEREAS THE ABOVE BOUNDEN

John J. Neubauer, Sr. and John J. Neubauer, Jr.

by virtue of a decree of the Honorable the Judge of the Circuit Court of Anne Arundel
County ha ve been appointed trustees to sell real estate
mentioned in the proceedings in the case of

Metropolitan Life Insurance Company

versus

Harry T. Hayman, Jr. and Pauline Hayman, h/w

now pending in said Court.

NOW THE CONDITION OF THE ABOVE OBLIGATION IS SUCH THAT, if the above bounden

John J. Neubauer, Sr. and John J. Neubauer, Jr.

do and shall well and faithfully perform the trust reposed in them by said decree, or that may be reposed
in them by any future decree or order in the premises, then the above obligation to be void; other-
wise to be and remain in full force and virtue in law.

Marie C. Sigwart
Marie C. Sigwart

John J. Neubauer, Sr. (SEAL)
John J. Neubauer, Jr. (SEAL)
(SEAL)

UNITED STATES FIDELITY AND GUARANTY COMPANY

By Robert J. Noeth, Attorney in fact

Bond approved this 19th day of November, 1963

Louis V. Phipps, Clerk

FILED

1963 NOV 19 AM 9:22

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY that on this 13th day of
December, 1963, before me, the subscriber, a
Notary Public of the State of Maryland, in and for the
City of Baltimore aforesaid, personally appeared
John E. Murn, Agent for/ Metropolitan Life Insurance Company,
purchaser at the
foreclosure sale in this cause, and made oath in due
form of law ~~(that he is the purchaser and purchased~~
~~the property mentioned in the said Report of Sale)~~
(that he is the agent for the purchaser, Metropolitan
Life Insurance Company), and that he has not
directly or indirectly discouraged anyone from bid-
ding for the said property mentioned in the said
Report of Sale.

— METROPOLITAN LIFE INSURANCE COMPANY,
PurchaserBY: John E. Murn ~~XXXXXXXXXX~~
~~XXXXXXXXXX~~ Agent

[Signature]
Notary Public

FILED

1963 DEC 17 AM 10:40

REPORT OF SALE

METROPOLITAN LIFE INSURANCE COMPANY,
Assignee
1 Madison Avenue, New York 10, N.Y.
VS. Plaintiff

HARRY T. HAYMAN, JR. and
PAULINE HAYMAN, his wife
1312 Eleanor Drive, Glen Burnie
Anne Arundel County, Maryland

—IN THE—
BOOK 151 PAGE 409
CIRCUIT COURT

—FOR—

700.15,975 *Justy*

~~BALTIMORE COUNTY~~
ANNE ARUNDEL COUNTY, IN EQUITY

TO THE HONORABLE, THE JUDGES OF THE CIRCUIT COURT FOR BALTIMORE COUNTY:

The Report of Sale of John J. Neubauer, Sr. and John J. Neubauer, Jr.,
Trustee s appointed by the decree in the above entitled cause to make sale of leasehold
property known as 1312 Eleanor Drive, Glen Burnie, Maryland,

in the proceedings in said cause mentioned respectfully shows, that the after giving bond with security
for the faithful discharge of their trust as prescribed by said decree, which was duly
approved, and having given notice of the time, place, manner and terms of sale by advertisements
inserted in the "Maryland-Gazette"

a weekly newspaper, published in Anne Arundel
one of said Trustee s did pursuant
to said notice on Friday the 13th day of December, 1963,
at 4:00 o'clock, P.M., attend on the premises and then and there sold
the leasehold property to Metropolitan Life Insurance Company, New York 10,
New York, at and for the sum of Eight Thousand and 00/100 (\$8,000.00) Dollars;
it being the highest bidder therefor. Subject to the payment of an annual
ground rent of \$120.00, payable in equal semi-annual installments on the
27th days of May and November, in each and every year.

John J. Neubauer, Sr. Trustee
John J. Neubauer, Jr. Trustee

CITY

State of Maryland, ~~County~~ of Baltimore, Sct.

I Hereby Certify, that on this 13th day of December, 1963

before me, the subscriber, a Notary Public of the State of Maryland, in and for the ~~County~~
Howard County John J. Neubauer, Sr. and John J. Neubauer, Jr.,
~~Baltimore County~~ personally appeared Trustee s and made oath that

the facts stated in the foregoing Report of Sale are true as therein set forth, and that the sale
thereby reported was fairly made.

AS WITNESS my hand and notarial seal.

Robert J. Neubauer
Notary Public

DEC 17 1963

ORDER NISI

BOOK 151 PAGE 410

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 15,975

Equity

METROPOLITAN LIFE INSURANCE COMPANY

Assignee

versus

HARRY T. HAYMAN, JR. and

PAULINE HAYMAN, his wife

Ordered, this 17th day of December, 1963, That the sale of the property in these proceedings mentioned made and reported by John J. Neubauer, Sr. and John J. Neubauer, Jr., Trustees

BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 20th day of January next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 20th day of January next.

The report states that the amount of sale was \$ 8,000.00.

Louis N. Phipps Clerk.

True Copy,

John J. Neubauer, Atty.

TEST: Clerk.
For the Maryland Gazette, (Dec. 19th Edition)

(Final Order)

METROPOLITAN LIFE INSURANCE

COMPANY, Assignee

versus

HARRY T. HAYMAN, JR. and

PAULINE HAYMAN, his wife

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

Term, 19

ORDERED BY THE COURT, This 22nd day of January, 1964 that the sale made and reported by the Trustees aforesaid, be and the same is hereby finally Ratified and Confirmed no cause to the contrary having been shown, although due notice appears to have been given as required by the Order Nisi, passed in said cause; and the Trustees allowed the usual commissions and such proper expenses as he shall produce vouchers for the Auditor.

FILED

1964 JAN 23 AM 10:12

O. B. Duckett JUDGE.

JOHN J. NEUBER, R. Solicitor
Keyser Building
Baltimore, Maryland 21202

Trustee's Sale

OF
VALUABLE
LEASEHOLD
DWELLING
PROPERTY

KNOWN AS NO. 1312
ELEANOR DRIVE

Under and by virtue of a Decree passed in the Circuit Court for Anne Arundel County, in Equity, in a case entitled "Metropolitan Life Insurance Company, Assignee, vs. Harry T. Hayman, Jr. and Pauline Hayman, his wife," the undersigned Trustees will sell at Public Auction on the premises the leasehold property above described on

FRIDAY,
DECEMBER 13, 1963

AT
4:00 O'CLOCK P.M.

ALL that lot or parcel of ground situate, lying and being in Anne Arundel County, State of Maryland, and described as follows:

BEING known and designated as Lot No. 10 as shown on a Plat entitled "Oakwood Manor," which Plat is duly recorded among the Plat Records of Anne Arundel County in Plat Book 30, folio 35.

The improvements thereon being known as No. 1312 Eleanor Drive.

13 The property is subject to the payment of an annual ground rent of \$120.00, payable in equal semi-annual installments on the 27th days of May and November, in each and every year.

OFF 3 OF

Maryland Gazette

Published by
THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

CERTIFICATE OF PUBLICATION

Annapolis, Md., December 18, 1963

We hereby certify, that the annexed

Trustee's Sale

Harry T. Hayman, Jr.

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4

successive weeks before the 13th

day of December, 1963. The first

insertion being made the 21st

November, 1963.

THE CAPITAL-GAZETTE PRESS, INC.

505 DEC 19 PM 12:47

By H. Tilghman

BOOK 151
PAGE 411

15,975

The improvements consist of a one-story frame dwelling, containing six rooms and one bath, with forced warm air heat, gas fired.

The property is subject to the following:

(1) Restrictive covenants in Deed recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 1334, folio 145.

(2) Public utility agreement recorded among the Land Records aforesaid in Liber G.T.C. No. 1087, folio 324, re: poles.

(3) Five foot easement for the installation and maintenance of utilities along the rear and side lines of the above described property.

Taxes, Anne Arundel County Sanitary charges and other municipal liens and charges and ground rent are to be adjusted to the date of sale.

A deposit of \$500.00 in cash to be required at the time of sale and the balance of the purchase price to bear interest from the date of sale to date of settlement and said balance to be paid in cash immediately upon ratification of sale by the Circuit Court for, Anne Arundel County.

JOHN J. NEUBAUER, SR.
and
JOHN J. NEUBAUER, JR.
Trustees
Keyser Building
Baltimore, Maryland 21202
LE. 9-3212

E. T. Newell & Company, Inc.
120 W. North Avenue
Baltimore, Maryland 21201
Auctioneers

D-12

Order Nisi
IN THE CIRCUIT COURT FOR
ANNE ARUNDEL COUNTY
NO. 15,975 Equity

Metropolitan Life Insurance
Company, Assignee
versus
HARRY T. HAYMAN, Jr. and
PAULINE HAYMAN, his wife

Ordered, this 17th day of De-
cember, 1963, That the sale of
the property in these proceed-
ings mentioned made and re-
ported by John J. Neubauer,
Sr. and John J. Neubauer, Jr.,
Trustees, BE RATIFIED AND
CONFIRMED, unless cause to
the contrary thereof be shown
on or before the 20th day of
January next; Provided, a copy
of this Order be inserted in
some newspaper published in
Anne Arundel County, once in
each of three successive weeks
before the 20th day of January
next.

The report states that the
amount of sale was \$8,000.00.

LOUIS N. PHIPPS, Clerk

True Copy, TEST:

LOUIS N. PHIPPS, Clerk
J-9

1964 JAN 13 PM 9:52

FILED

OFFICE OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

BOOK
151
PAGE 413

CERTIFICATE OF PUBLICATION

Annapolis, Md., January 11, 1964

We hereby certify, that the annexed

Order Nisi Sale
Eq. 15,975
Harry T. Hayman, Jr.

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel
County, Maryland, once a week for 4

successive weeks before the 20th
day of January, 1964. The first
insertion being made the 19th day of
December, 1963.

THE CAPITAL-GAZETTE PRESS, INC.

By H. Tilghman

No. M. G. 1-9-29

14

In the Case of

METROPOLITAN LIFE INSURANCE COMPANY, Assignee

VS.

HARRY T. HAYMAN, JR. and

PAULINE HAYMAN, his wife,

In the

Circuit Court

For

Anne Arundel County

No. 15,975 Equity

To the Honorable, the Judges of said Court:

The Auditor reports to the Court that he has examined the proceedings in the above entitled cause, and from them he has stated the within account, and that he has this day given notice of the filing of this account to all parties and persons who have filed a claim to the proceeds of sale herein, in accordance with General Equity Rule #595.

All of which is respectfully submitted.

January 28, 1964

John H. Hopkins, IV,

Auditor.

FINAL ORDER

ORDERED BY THE COURT, this 14th day of February, 1964, that the foregoing Report and Account of the Auditor be and the same is hereby finally ratified and confirmed, no cause to the contrary having been shown, and that the Trustee apply the proceeds accordingly with a due proportion of interest as the same has been or may be received.

Clerk
Per:

Louis M. Phillips
B. F. Hughes, deputy

FILED

1964 FEB 14 PM 3:41

1504
JAN 28 PM 3:40

FILED

Dr. METROPOLITAN LIFE INSURANCE COMPANY, Assignee vs.
HARRY T. HAYMAN, JR. and PAULINE HAYMAN, his wife

In Acct. with JOHN J. NEUBAUER, SR. and JOHN J. NEUBAUER, JR., Trustees

Cr.

1963						
Dec.	13	Proceeds of Sale	8,000	00		
		Interest on deferred payment of \$7,500.00 from 12/13/63 to 1/24/64	51	25	8,051	25
		Refund 1963 County & State taxes, adjusted 12/13/63 to 12/31/63	9	61		
		Refund 1963 A. A. Co. Sanitary charges adjusted 12/13/63 to 12/31/63	2	79	12	40
		Rent collected October & November, 1963	190	85		
		Rent collected 12/1/63 to 12/13/63 adj. (111.60)	46	80	237	65
					8,301	30
		To Trustees for fee, viz:	115	00		
		To Trustees for commissions, viz:	278	67	393	67
		To Trustees for Court Costs, viz:				
		Plaintiffs solicitors appearance fee	10	00		
		Clerk of Court - Court costs	28	00		
		Auditor - stating this account	22	50	60	50
		To Trustees for expenses, viz:				
		Capital Gazette Press - advertising sale	75	24		
		Capital Gazette Press - Order nisi, sale	15	00		
		The Baltimore Sun - advertising sale	16	95		
		E.T. Newell & Co. Inc. - auctioneer's fee	35	00		
		U. S. Fidelity & Guaranty Co. - bond premium	30	63		
		One-half cost documentary stamps	13	20		
		Water Rent to 12/13/63	12	60		

[illegible]

BOOK 151 PAGE 417

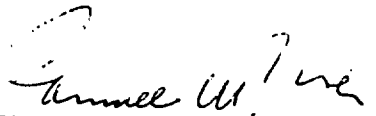
IN THE MATTER OF THE
MORTGAGED REAL ESTATE OF
RICHARD A. DAVIS AND
MARIAM A. DAVIS, HIS WIFE

IN THE
CIRCUIT COURT
FOR
ANNE ARUNDEL COUNTY
NO. 15,952 EQUITY

: : : : : : : : :

MR. CLERK:

PLEASE DOCKET THIS CASE, FILE THE ORIGINAL MORTGAGE, STATEMENT OF
MORTGAGE DEBT AND MILITARY AFFIDAVIT.


SAMUEL M. IVREY,
ATTORNEY NAMED IN THE MORTGAGE

FILED
1963 OCT 28 PM 3:26

Form No. 1—County Fee

BOOK 151 PAGE 418

PURCHASE MONEY

This Mortgage, made this 21st day of March

in the year one thousand nine hundred and Fifty-Seven, between

RICHARD A. DAVIS and MARIAN A. DAVIS, his wife of
City of Washington, District of Columbia, in the State of Maryland, Mortgagor (s), and

Enterprise Federal Savings and Loan Association, of Annapolis, Md., a body corporate, duly incorporated, Mortgagee.

Whereas the said Enterprise Federal Savings and Loan Association, of Annapolis, Md., has this day loaned to RICHARD A. DAVIS and MARIAN A. DAVIS, his wife the sum of Six Thousand Five Hundred and 00/100 (\$6,500.00) dollars,

being the balance of the purchase money for the Property herein described, which said sum the said Mortgagor(s) agree(s) to repay in installments with interest thereon from the date hereof, at the rate of 6% per annum, in the manner following:

By the payment of Fifty-four and 86/100 (\$54.86) dollars plus one-twelfth of the annual taxes, insurance premiums, and other public charges and assessments on or before the first day of each and every month from the date hereof, until the whole of said principal sum and interest shall be paid, which interest shall be computed by the calendar month.

The said installment payments may be applied by the mortgagee in the following order:

FIRST: To the payment of interest;

SECOND: To the payment of all taxes, assessments or public charges of every nature and description, insurance premiums and other charges affecting the hereinafter described premises;

THIRD: Towards the payment of the aforesaid principal sum;

FOURTH: This loan may be prepaid, in whole or in part, and when the amount prepaid equals or exceeds twenty per cent of the original principal amount of the loan, ninety days' interest on the amount prepaid, will be charged as a consideration for the acceptance of such prepayment.

The due execution of this mortgage having been a condition precedent to the granting of said advance.

Now therefore, this mortgage witnesseth, that in consideration of the premises and of one dollar, the said RICHARD A. DAVIS and MARIAN A. DAVIS, his wife,

do(th) grant, convey and assign unto said Enterprise Federal Savings and Loan Association of Annapolis, Md., its successors and assigns, all those lots, pieces, or parcel of ground situate, lying and being in the Seventh election district of Anne Arundel County, State of Maryland, and described as follows:

ALL that lot of ground situate in the Seventh Election District of Anne Arundel County, Maryland, being Lots Nos. 8 and 13 in Block No. 12, as shown on the Plat of Cedarhurst-on-the-Bay, which plat is recorded among the Plat Records of Anne Arundel County, Maryland, in Plat Cabinet 2, Rod D-8, Plat 343, now Plat Book 15, folio 11.

BEING the same property which was conveyed to George L. Boarman and Elizabeth M. Boarman, his wife, by Deed from Mialger Realty Company, Inc., a body corporate of the State of Maryland, dated August 24, 1956, and recorded among the Land Records of Anne Arundel County in Liber GTC No. 1057, folio 216.

AND BEING the same property conveyed to the within named mortgagors Richard A. Davis and Marian A. Davis, his wife by deed from George L. Boarman and Elizabeth M. Boarman, his wife, of even date and recorded or intended to be recorded among the Land Records of Anne Arundel County immediately prior hereto.

FILED
1963 OCT 28 PM 3:26

LIDER 1106 PAGE 359

BOOK 151 PAGE 419

The mortgagor agrees to pay a late charge not to exceed 4% of any installment which is not paid within 30 days of the due date thereof to cover the extra expense involved in handling delinquent payments.

This mortgage is made under and subject to the provisions of Article 66 of the Public General Laws of Maryland, and any supplement amendment, or addition thereto.

It is hereby agreed that this mortgage shall also secure future advances as provided by Chapter 923 of the Laws of Maryland passed at the January session in the year 1945 or any supplement thereto.

Together with the improvements thereon, and the rights or appurtenances thereto belonging or appertaining.

To have and to hold the said lot(s) of ground and premises unto the said body corporate, party hereto of the second part, its successors and assigns, in fee simple, forever. SUBJECT, however, to restrictions on record.

If, however, the said Mortgagor(s), his, her or their heirs, personal representatives or assigns, shall make the payments and perform the covenants herein on his, her or their part contained, then this mortgage shall be void.

And the said mortgagor(s) Richard A. Davis and Marrian A. Davis, for themselves and their heirs, personal representatives or assigns, covenant(s) with the said Enterprise Federal Savings and Loan Association of Annapolis, Md., as follows:

I. To repay the indebtedness, together with interest, as herein provided.

II. To keep the buildings on the premises insured against loss by fire and other hazards for the benefit of the mortgagee in some company acceptable to the mortgagee, to the extent of its lien thereon, and to deliver the policy to the mortgagee.

III. Not to remove or demolish any buildings now on the premises and to keep the improvements in as good order and repair as at the present time.

IV. To pay all taxes, water rent, insurance, public dues and assessments of every kind whatsoever, for which the property hereby mortgaged may become liable when payable. The mortgagee being hereby authorized to pay the same, and the amount so paid shall then be added to the principal debt named herein and bear interest at the rate of 6% per annum from the date of said payment, and said mortgagee shall have a lien hereunder on said premises for the amount so paid, together with said interest thereon.

V. That the holder of this mortgage in any action to foreclose it, shall be entitled (without regard to the adequacy of any security for the debt) to the appointment of a receiver to collect the rents and profits of said premises and account therefor as the Court may direct.

VI. That should the title to the herein mortgaged property be acquired by any persons or corporation, other than the mortgagor(s), by voluntary or involuntary grant or assignment, by descent, inheritance, operation of law or in any other manner, without the mortgagee's written consent, then the whole of said principal sum shall become due and owing as herein provided.

VII. That the whole of said principal sum shall become due after default in the payment of any monthly installment, as herein provided, for thirty days or after default in the performance of any of the foregoing covenants for thirty days, only, however, after notice and demand in either event having been served on the mortgagor(s) in person or by mail, to the mortgagors' last known address.

And it is agreed that until default is made, the said mortgagor(s), his, her or their heirs, personal representatives or assigns may retain possession of the mortgaged property.

And the said mortgagor(s) consent(s) that a decree may be passed for the sale of said property (the sale to take place after a default in any of the conditions of this mortgage, as herein provided), under the provisions of Section 720 to 732 inclusive, of Chapter 123, of the Laws of Maryland, passed at the January session in the year 1898—or any supplement thereto—or this mortgage may be foreclosed and the property herein described sold, at any time after default, by the said mortgagee, its successors or assigns, or by Samuel M. Ivrey, its duly constituted Attorney or Agent, under Article LXVI, Sections 6 to 10, inclusive, of the Maryland Code (1939) Public General Laws, or under any other General or Local Law of the State of Maryland relating to mortgages. And upon any sale of said property, under the powers herein granted, the proceeds shall be applied as follows:

First, to the payment of all expenses incident to said sale, including a commission to the party making sale of said property equal to the commission usually allowed Trustees for making sale of similar property by virtue of a Court having equity jurisdiction, and a reasonable Attorney's fee to the Attorney conducting the foreclosure proceedings, but not less than thirty-five dollars:

Second, to the extinguishment of all claims of the mortgagee, its successors or assigns; and

Third, the balance, if any, to the said mortgagor(s), his, her or their heirs, personal representatives or assigns.

AND the said Mortgagor, for themselves and their heirs, personal representatives and assigns do hereby covenant that immediately upon the first insertion of the notice of sales as aforesaid, under the powers hereby granted, there shall be and become due by them to the party inserting said advertisement, all expenses incident to said advertisement or notice, all court costs and expenses incident to the foreclosure proceedings under this Mortgage and a commission on the total Mortgage debt, principal and interest equal to one-half the percentage allowed as commissions to trustees making sale under decrees of the Circuit Court of Anne Arundel County in Equity, which said expenses, costs and commissions the said Mortgagor for themselves and their heirs, personal representatives, or assigns, hereby covenant to pay; and the said Mortgagee, its successors or assigns, or its Attorney or Agents, shall not be required to receive the principal and interest only of said Mortgage debt in satisfaction thereof, unless the same be accompanied by a tender of said expenses, costs and commissions, but said sale may be proceeded with, unless prior to the day appointed therefor, legal tender be made of said principal, interest, costs, expenses and commissions.

WITNESS the Hand(s) and Seal(s) of the said Mortgagor(s).

WITNESS:

Samuel M. Ivrey
Samuel M. Ivrey; as to both

Richard A. Davis (SEAL)
Richard A. Davis

Marrian A. Davis (SEAL)
Marrian A. Davis

(SEAL)

State of Maryland, Anne Arundel County, to wit:

I HEREBY CERTIFY, that on this 21st day of March

in the year one thousand nine hundred and Fifty-seven, before me, the subscriber, a Notary Public of the State of Maryland, in and for Anne Arundel County, personally appeared

Richard A. Davis and Marian A. Davis, his wife, the mortgagor(s) named in the foregoing mortgage and he, she or they acknowledged said mortgage to be his, her or their act.

At the same time also appeared R. Gardiner Chaney, President of Enterprise Federal Savings and Loan Association of Annapolis, Md., a body corporate, the mortgagee, and made oath in due form of law that the consideration mentioned in said mortgage is true and bona fide as therein set forth.

As witness my hand and Notarial Seal.



Samuel M. Ivrey
Samuel M. Ivrey Notary Public

Rec'd for record Mar 21, 1957 at 2:49 PM
Mailed to Samuel M. Ivrey

#2
95/2
Mortgage

FROM

Richard A. Davis and

Marian A. Davis, his wife

TO

ENTERPRISE FEDERAL SAVINGS AND
LOAN ASSOCIATION OF
ANNAPOLIS, MD.

Lots Nos. 8 & 13 - Blk 12
Property Cedarhurst-on-the-Bay
Seventh Elec. Dist.,
A.A. Co.

Received for record 358
19... at 6:22 PM
Same day recorded in Liber
No... folio...
the Land Records of Anne Arundel County
and examined per Clerk.

Cost of Record \$ 7.50

SAMUEL M. IVREY
ATTORNEY AT LAW
144 GLOUCESTER STREET
ANNAPOLIS, MD.

Property:

Description approved

Execution approved

IN THE MATTER OF THE	BOOK 151 PAGE 422	IN THE
MORTGAGED REAL ESTATE OF	:	CIRCUIT COURT
RICHARD A. DAVIS AND	:	FOR
MARIAN A. DAVIS, HIS WIFE	:	ANNE ARUNDEL COUNTY
	:	NO. 15,952 EQUITY
:	:	:
:	:	:
:	:	:
:	:	:

STATEMENT OF MORTGAGE DEBT

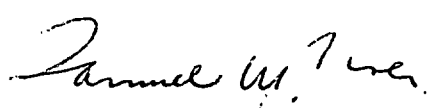
STATEMENT OF THE MORTGAGE CLAIM OF ANNAPOLIS FEDERAL SAVINGS AND LOAN ASSOCIATION OF ANNAPOLIS, MARYLAND (FORMERLY ENTERPRISE FEDERAL SAVINGS AND LOAN ASSOCIATION OF ANNAPOLIS, MARYLAND), UNDER MORTGAGE TO THE SAID ASSOCIATION FROM RICHARD A. DAVIS AND MARIAN A. DAVIS, HIS WIFE, SAID MORTGAGE DATED MARCH 21, 1957, AND RECORDED AMONG THE LAND RECORDS OF ANNE ARUNDEL COUNTY IN LIBER GTC 1106, FOLIO 358; SAID MORTGAGE BEING IN DEFAULT.

BALANCE DUE ON PRINCIPAL TO 10/31/63	\$4,843.65
INTEREST TO 11/21/63	<u>40.40</u>
TOTAL	\$4,884.05

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

I HEREBY CERTIFY THAT ON THIS 28TH DAY OF OCTOBER, 1963, BEFORE ME, THE SUBSCRIBER, A NOTARY PUBLIC OF THE STATE AND COUNTY AFORESAID, PERSONALLY APPEARED R. GARDINER CHANEY, PRESIDENT OF THE ANNAPOLIS FEDERAL SAVINGS AND LOAN ASSOCIATION OF ANNAPOLIS, MARYLAND, AND MADE OATH IN DUE FORM OF LAW THAT THE AFOREGOING IS A TRUE STATEMENT OF THE AMOUNT REMAINING DUE ON ITS MORTGAGE CLAIM DESCRIBED HEREIN, AND THAT IT HAS NOT RECEIVED ANY SECURITY OR ANY SATISFACTION THEREFOR OTHER THAN THE DEED OF MORTGAGE IN SAID STATEMENT MENTIONED.

AS WITNESS MY HAND AND NOTARIAL SEAL.



 SAMUEL M. IVREY, NOTARY PUBLIC

MY COMMISSION EXPIRES:
 MAY 3, 1965.

LAW OFFICES
 SAMUEL M. IVREY
 ANNAPOLIS, MD.

FILED

1963 OCT 28 PM 3:26

MILITARY AFFIDAVIT UNDER SOLDIERS' AND SAILORS' CIVIL RELIEF ACT OF 1940 AND AMENDMENT THERETO OF OCTOBER 6, 1942.

IN THE MATTER OF THE	:	IN THE
MORTGAGED REAL ESTATE OF	:	CIRCUIT COURT
RICHARD A. DAVIS AND	:	FOR
MARIAN A. DAVIS, HIS WIFE	:	ANNE ARUNDEL COUNTY
	:	NO. 15,956 EQUITY

: : : : : : : :

MILITARY AFFIDAVIT

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

I HEREBY CERTIFY THAT BEFORE ME, THE SUBSCRIBER, A NOTARY PUBLIC OF SAID STATE, IN AND FOR SAID COUNTY, PERSONALLY APPEARED SAMUEL M. IVREY, SECRETARY OF THE ANNAPOLIS FEDERAL SAVINGS AND LOAN ASSOCIATION, AND MADE OATH IN DUE FORM OF LAW THAT HE KNOWS THE DEFENDANTS HEREIN, AND THAT TO THE BEST OF HIS KNOWLEDGE, INFORMATION AND BELIEF:

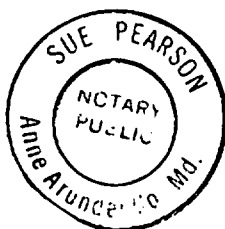
1. SAID DEFENDANTS ARE NOT IN THE MILITARY SERVICE OF THE UNITED STATES.
2. SAID DEFENDANTS ARE NOT IN THE MILITARY SERVICE OF ANY NATION ALLIED WITH THE UNITED STATES.
3. SAID DEFENDANTS HAVE NOT BEEN ORDERED TO REPORT FOR INDUCTION UNDER THE SELECTIVE TRAINING AND SERVICE ACT OF 1940 AS AMENDED.
4. SAID DEFENDANTS ARE NOT MEMBERS OF THE ENLISTED RESERVE CORPS WHO HAVE BEEN ORDERED TO REPORT FOR MILITARY SERVICE.

Samuel M. Ivrey
SAMUEL M. IVREY, AFFIANT

SUBSCRIBED AND SWORN TO BEFORE ME,

THIS 28TH DAY OF OCTOBER, 1963.

Sue Pearson
SUE PEARSON, NOTARY PUBLIC



Attorney's Sale

—Of Valuable—

Improved Real Estate

GROVE AVENUE, CEDAR-HURST, SHADYSIDE SEVENTH ELECTION DISTRICT, ANNE ARUNDEL COUNTY, MARYLAND

Under and by virtue of the power of sale contained in the Mortgage from Richard A. Davis and Marian A. Davis, his wife, said mortgage dated March 21, 1957, and recorded among the Land Records of Anne Arundel County in Liber GTC 1106, folio 358, the undersigned, as Attorney named in the Mortgage to foreclose in the event of default, default having occurred, will offer for sale at public auction at the Court House Door, Annapolis, Maryland on

Thurs., Nov. 21, 1963
at 11:00 O'clock A.M.

ALL THAT LOT OF GROUND situate in the Seventh Election District of Anne Arundel County, Maryland, being Lots Nos. 8 and 13, in Block No. 12, as shown on the Plat of Cedarhurst-on-the-Bay, which plat is recorded among the Plat Records of Anne Arundel County, Maryland, in Plat Cabinet 2, Rod D-8, Plat 343, now Plat Book 15, folio 11.

BEING the same lots of ground conveyed to the within named Mortgagors, Richard A. Davis and Marian A. Davis, his wife, by deed from George L. Boorman and Elizabeth M. Boorman, his wife, dated March 21, 1957, and recorded among the Land Records of Anne Arundel County in Liber GTC 1106, folio 356.

No.

THE SAID PROPERTY being improved by a one-story stucco dwelling, containing four rooms and bath, floor furnace, composition roof.

TERMS OF SALE: A deposit of ten per cent (10 per cent) of the purchase price will be required of the purchaser or purchasers on the day of sale, balance of the purchase money with interest thereon at the rate of six per cent (6 per cent) per annum to be paid in cash upon final ratification of sale, taxes and all other assessments to be adjusted to the day of sale. For further particulars, apply to:

SAMUEL M. IVREY,
Attorney named in the Mortgage
144 Duke of Gloucester Street
Annapolis, Maryland

ROBERT H. CAMPBELL,
Auctioneer N-20

OFFICE OF

Evening Capital

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

CERTIFICATE OF PUBLICATION

Annapolis, Md., November 20, 1963

We hereby certify, that the annexed

Attorney's Sale

Richard A. Davis

was published in

Evening Capital

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4

successive weeks before the 21st

day of November, 1963. The first

insertion being made the 30th day of

October, 1963.

THE CAPITAL-GAZETTE PRESS, INC.

1963 NOV 21 AM 11:31 By H. Tilghman

15956.

BOOK 151 PAGE 424

GLOBE INDEMNITY COMPANY

A New York Corporation

New York, N. Y.

BOOK 12 PAGE 239

EXECUTIVE OFFICE:
150 WILLIAM STREET
NEW YORK 38, NEW YORK
A STOCK COMPANY



BOOK 151 PAGE 425

Equity #15,956

Bond No. 430923

BOND

KNOW ALL MEN BY THESE PRESENTS: That we, Samuel M. Ivrey as Principal, and Globe Indemnity Company, a body corporate of the State of New York, authorized to do business in the State of Maryland, as Surety, are held and firmly bound unto the State of Maryland in the full and just sum of Five Thousand Five Hundred Dollars (\$5,500.00) current money, to be paid to the said State or its certain Attorneys to which payment well and truly to be made and done we bind ourselves and each of us, our and each of our heirs, executors and administrators, jointly and severally, firmly by these presents, sealed with our seals and dated this 21st day of November 19 63 .

WHEREAS by virtue of a power of sale contained in a Mortgage from Richard A. Davis and Marian A. Davis, his wife bearing date on or about the 21st day of March , 19 57 , the said Samuel M. Ivrey is authorized and empowered to make sale of the property described in said Mortgage, in case default should be made in the payment of the principal debt secured by said Mortgage or in the interest thereon in whole or in part; and WHEREAS, default has been made in the payment of the interest and principal aforesaid, and the said Samuel M. Ivrey is about to execute said power and make sale of the property described as aforesaid in said Mortgage.

NOW, THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, that if the above bounden fulfill any order or decree which shall be made by any Court of Equity in relation to the sale of such mortgaged property or the proceeds thereof, then the above obligation shall be void and of no effect; otherwise to be and remain in full force and virtue in law.

SIGNED, sealed and delivered in the presence of

Bond approved this 21st day of November, 19 63 Samuel M. Ivrey

WITNESS:

Louis N. Shippe
Ethel N. Carle

C/S Samuel M. Ivrey

PRINCIPAL

GLOBE INDEMNITY COMPANY, a body corporate

By

John H. Hopkins, IV Attorney-in-fact

FILED

SURETY

ROBERT H. CAMPBELL - - - Auctioneer

ATTORNEY'S SALE

OF VALUABLE

Improved Real Estate

GROVE AVENUE, CEDARHURST
SHADYSIDE
SEVENTH ELECTION DISTRICT
ANNE ARUNDEL COUNTY, MARYLAND

Under and by virtue of the power of sale contained in the mortgage from Richard A. Davis and Marian A. Davis, his wife, said mortgage dated March 21, 1957, and recorded among the Land Records of Anne Arundel County in Liber G.T.C. 1106, Folio 358, the undersigned, as Attorney named in the mortgage to foreclose in the event of default, default having occurred, will offer for sale at public auction at the COURT HOUSE DOOR, Annapolis, Maryland, on

Thursday, November 21, 1963

AT 11:00 O'CLOCK A.M.

ALL THAT LOT OF GROUND situate in the Seventh Election District of Anne Arundel County, Maryland, being Lots Nos. 8 and 13, in Block No. 12, as shown on the plat of Cedarhurst-on-the-Bay, which plat is recorded among the Plat Records of Anne Arundel County, Maryland, in Plat Cabinet 2, Rod D-8, Plat 343, now Plat Book 15, Folio 11.

BEING the same lots of ground conveyed to the within named mortgagors, Richard A. Davis and Marian A. Davis, his wife, by deed from George L. Boarman and Elizabeth M. Boarman, his wife, dated March 21, 1957, and recorded among the Land Records of Anne Arundel County in Liber G.T.C. 1106, Folio 356.

THE SAID PROPERTY being improved by a one-story stucco dwelling, containing four rooms and bath, floor furnace, composition roof.

TERMS OF SALE: A deposit of ten per cent (10%) of the purchase price will be required of the purchaser or purchasers on the day of sale, balance of the purchase money with interest thereon at the rate of six per cent (6%) per annum to be paid in cash upon final ratification of sale, taxes and all other assessments to be adjusted to the day of sale. For further particulars, apply to:

Samuel M. Ivrey,
Attorney Named in the Mortgage,
144 Duke of Gloucester Street,
Annapolis, Maryland

Filed Nov. 29 - P.M. 3:38 1963

AGREEMENT
AND
AFFIDAVIT BY PURCHASER

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

I HEREBY CERTIFY, THAT ON THIS 21ST DAY OF NOVEMBER, 1963, BEFORE ME,
THE SUBSCRIBER, A NOTARY PUBLIC OF THE STATE AND COUNTY AFORESAID, PERSONALLY
APPEARED R. GARDINER CHANEY, PRESIDENT OF ANNAPOLIS FEDERAL SAVINGS & LOAN/
ASSOCIATION,
WHO FIRST BEING DULY SWORN, MADE OATH IN OUR FORM OF LAW AS FOLLOWS:

1. THAT HE/THEY/IT PURCHASED THE PROPERTY DESCRIBED ON THE REVERSE
SIDE HEREOF, AT AND FOR THE SUM OF \$ 3,000.00, A DEPOSIT OF \$ 300.00
MADE AT THE TIME AND PLACE OF SALE, AND AGREE TO COMPLY WITH THE TERMS OF SALE
AS SET FORTH IN THE ADVERTISEMENT OF SALE AND HANDBILL.

2. THAT HE/~~THEY~~/~~XX~~IS/~~ARRXAGXKXQXRR~~ AN OFFICER OF ANNAPOLIS FEDERAL
SAVINGS AND LOAN ASSOCIATION.

3. THAT THERE ARE NO OTHER PERSONS WHO ARE INTERESTED AS PRINCIPALS.

4. THAT THE PURCHASER HAS NOT DIRECTLY OR INDIRECTLY DISCOURAGED ANYONE
FROM BIDDING FOR THE SAID PROPERTY.

WITNESS:

Samuel M. Ivrey

ANNAPOLIS FEDERAL SAVINGS AND
LOAN ASSOCIATION (SEAL)

BY: R. Gardiner Chaney (SEAL)
R. GARDINER CHANEY, PRESIDENT

Robert H. Campbell
ROBERT H. CAMPBELL, AUCTIONEER

Samuel M. Ivrey
SAMUEL M. IVREY, NOTARY PUBLIC

Filed
1963 NOV. 29 P.M. 3:88.

IN THE MATTER OF THE
MORTGAGED REAL ESTATE OF
RICHARD A. DAVIS AND
MARIAN A. DAVIS, HIS WIFE

*

*

*

*

IN THE
CIRCUIT COURT
FOR
ANNE ARUNDEL COUNTY
NO. 15,956 EQUITY

* * * * *

ATTORNEY'S REPORT OF SALE

TO THE HONORABLE, THE JUDGES OF SAID COURT:

THE REPORT OF SAMUEL M. IVREY, ATTORNEY, FILED IN THESE PROCEEDINGS
AUTHORIZED TO MAKE SALE OF THE PROPERTY THEREIN MENTIONED IN THE EVENT OF
DEFAULT THEREUNTOER RESPECTFULLY SHOWS:

THAT THE SAID MORTGAGE, BEING IN DEFAULT, HAVING GIVEN BOND WITH
SURETY WHICH WAS DULY APPROVED AND HAVING GIVEN 20 DAYS NOTICE OF TIME, PLACE,
MANNER AND TERMS OF SALE BY ADVERTISEMENT IN THE EVENING CAPITAL, A NEWSPAPER
PRINTED AND PUBLISHED IN ANNE ARUNDEL COUNTY, HE DID, PURSUANT TO SAID NOTICE
OF SALE, ATTEND IN PERSON AT THE COURTHOUSE DOOR, IN THE CITY OF ANNAPOLIS,
MARYLAND, ON THURSDAY, NOVEMBER 21, 1963, AT 11:00 O'CLOCK A.M., THE TIME, AND
PLACE MENTIONED IN SAID ADVERTISEMENT AND THEN AND THERE IN THE PRESENCE OF
A NUMBER OF PERSONS, DID PROCEED TO SELL AT PUBLIC SALE THE PROPERTY MENTIONED
IN SAID MORTGAGE, TO WIT:

ALL THAT LOT OF GROUND SITUATE IN THE SEVENTH ELECTION DISTRICT OF
ANNE ARUNDEL COUNTY, MARYLAND, BEING LOTS NOS. 8 AND 13, IN BLOCK NO. 12, AS
SHOWN ON THE PLAT OF CEDARHURST-ON-THE-BAY, WHICH PLAT IS RECORDED AMONG THE
PLAT RECORDS OF ANNE ARUNDEL COUNTY, MARYLAND, IN PLAT CABINET 2, ROOM D-8,
PLAT 343, NOW PLAT BOOK 15, FOLIO 11.

BEING THE SAME LOTS OF GROUND CONVEYED TO THE WITHIN NAMED MORTGAGORS,
RICHARD A. DAVIS AND MARIAN A. DAVIS, HIS WIFE, BY DEED FROM GEORGE L. BOARMAN
AND ELIZABETH M. BOARMAN, HIS WIFE, DATED MARCH 21, 1957, AND RECORDED AMONG
THE LAND RECORDS OF ANNE ARUNDEL COUNTY IN LIBER G.T.C. 1106, FOLIO 356.

LAW OFFICES
SAMUEL M. IVREY
ANNAPOLIS, MD.

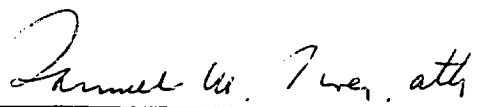
FILED

1963 NOV 29 PM 3:38

SAID PROPERTY BEING SOLD TO ANNAPOLIS FEDERAL SAVINGS AND LOAN ASSOCIATION, OF ANNAPOLIS, MARYLAND, A BODY CORPORATE, DULY INCORPORATED UNDER THE LAWS OF THE UNITED STATE OF AMERICA, AT AND FOR THE SUM OF \$3,000.00, IT BEING AT THAT PRICE THEN AND THERE, THE HIGHEST BIDDER THEREFOR.

THE SAID PURCHASER HAS AGREED TO COMPLY WITH THE TERMS OF SALE. THE AGREEMENT OF THE PURCHASER, CERTIFICATE OF THE AUCTIONEER AND REPORT OF SALE ARE FILED HERewith, ALL OF WHICH IS RESPECTFULLY SUBMITTED.

AND AS IN DUTY BOUND, ETC.



SAMUEL M. IVREY, ATTORNEY
NAMED IN THE MORTGAGE

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

I HEREBY CERTIFY THAT ON THIS 21ST DAY OF NOVEMBER, 1963, BEFORE ME, THE SUBSCRIBER, A NOTARY PUBLIC OF THE STATE OF MARYLAND, IN AND FOR THE COUNTY AFORESAID, PERSONALLY APPEARED SAMUEL M. IVREY, ATTORNEY NAMED IN THE MORTGAGE, AND MADE OATH IN DUE FORM OF LAW THAT THE MATTERS AND FACTS STATED IN THE AFOREGOING REPORT OF SALE ARE TRUE, AS THEREIN SET FORTH, AND THAT THE SALE WAS FAIRLY MADE.



SUE PEARSON, NOTARY PUBLIC

MY COMMISSION EXPIRES:

MAY 3, 1965



ORDER NISI

IN THE MATTER OF THE MORTGAGED
REAL ESTATE OF RICHARD A. DAVIS and
MARIAN A. DAVIS, HIS WIFE

~~VERSUS~~

BOOK 151 PAGE 430

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 15,956

Equity

Ordered, this 29th day of November, 1963, That the sale of the property in these proceedings mentioned made and reported by Samuel M. Ivrey, Attorney

BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 6th day of next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 6th day of January next.

The report states that the amount of sale was \$ 3,000.00.

Louis N. Phipps

Clerk.

True Copy,

Samuel M. Ivrey, Atty.

(Final Order)

TEST:

Clerk.

For the Evening Capital Dec. 5th Edition

IN THE MATTER OF THE MORTGAGED

REAL ESTATE OF RICHARD A. DAVIS and
MARIAN A. DAVIS, his wife

~~VERSUS~~

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

Term, 19

ORDERED BY THE COURT, This 7th day of January, 1964 that the sale made and reported by the Attorney aforesaid, be and the same is hereby finally Ratified and Confirmed no cause to the contrary having been shown, although due notice appears to have been given as required by the Order Nisi, passed in said cause; and the Attorney allowed the usual commissions and such proper expenses as he shall produce vouchers for the Auditor.

W. Brian Duckett

JUDGE.

FILED

1964 JAN -7 PM 3:45

Order Nisi
IN THE CIRCUIT COURT FOR
ANNE ARUNDEL COUNTY
No. 15,956 Equity

IN THE MATTER OF THE
MORTGAGED REAL ESTATE
OF RICHARD A. DAVIS and
MARIAN A. DAVIS, his wife

Ordered this 29th day of November, 1963, That the sale of the property in these proceedings mentioned made and reported by Samuel M. Ivrey, Attorney BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 6th day of January next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 6th day of January next.

The report states that the amount of sale was \$3,000.00

LOUIS N. PHIPPS, Clerk
True Copy. TEST:
LOUIS N. PHIPPS, Clerk

D-26

OFFICE OF

Evening Capital

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

BOOK 151
PAGE 431

CERTIFICATE OF PUBLICATION

Annapolis, Md., December 27, 1963

We hereby certify, that the annexed

Order Nisi Sale
Eq. 15,956

Richard A. Davis

was published in

Evening Capital

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4

successive weeks before the 6th

day of January, 1964. The first insertion being made the 5th day of

December, 1963.

FILED THE CAPITAL-GAZETTE PRESS, INC.

No. E. C. 1918

DEC 30 PM 3:16

By H. Tilghman

IN THE MATTER OF THE MORTGAGED REAL ESTATE OF

 RICHARD A. DAVIS and MARIAN A. DAVIS, his wife

VS.

**In the
Circuit Court**

For

Anne Arundel County

No.	15,956	Equity
-----	--------	--------

To the Honorable, the Judges of said Court:

The Auditor reports to the Court that he has examined the proceedings in the above entitled cause, and from them he has stated the within account, and that he has this day given notice of the filing of this account to all parties and persons who have filed a claim to the proceeds of sale herein, in accordance with General Equity Rule #595.

;-All of which is respectfully submitted.

January 14, 1964

John H. Hopkins, IV,

Auditor.

FINAL ORDER

ORDERED BY THE COURT, this 30 day of January, 1964, that the foregoing Report and Account of the Auditor be and the same is hereby finally ratified and confirmed, no cause to the contrary having been shown, and that the Trustee apply the proceeds accordingly with a due proportion of interest as the same has been or may be received.

Clerk

Per: Jo Fitzmaugh, deputy

FILED

1964 JAN 30 PM 4:18

16

11

Dr. In the Matter of the Mortgaged Real Estate of Richard A. Davis and
Marian A. Davis, his wife

In Acct. with Samuel M. Ivrey, Attorney named in Mortgage

Cr.

1963						
Nov.	21	Proceeds of Sale	3,000	00	3,000	00
		Refund 1963 County & State Taxes, adjusted 11/21/63 to 12/31/63 (167.05)	17	98	17	98
					3,017	98
		To Attorney for fee, viz:	35	00		
		To Attorney for Commissions, viz:	120	54	155	54
		To Attorney for Court Costs, viz:				
		Plaintiffs solicitors appearance fee	10	00		
		Clerk of Court - Court costs	28	50		
		Auditor - stating this account	22	50	61	00
		To Attorney for expenses, viz:				
		Capital Gazette Press - advertising sale	75	24		
		Capital Gazette Press - Order nisi, sale	15	00		
		Speer Publications - handbills	17	00		
		Robert H. Campbell - auctioneer's fee	45	00		
		Globe Indemnity Co. - bond premium	22	00		
		One-half cost documentary stamps	4	95		
		Sue Pearson - notary fees	1	00	180	19
		To Annapolis Federal Savings & Loan Assn.				
		this balance on account of claim filed	2,621	25	2,621	25
					3,017	98

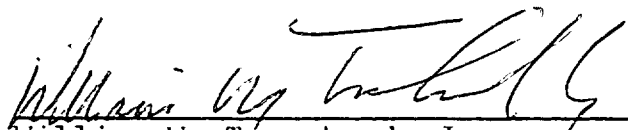
18

BOOK 151 PAGE 435

In the Matter of the	:No.	15,970	Equity
Mortgaged Réal Estate of	:	In the Circuit Court	
Gerald W. Dotson and	:	for	
Delma A. Dotson, his wife	:	Anne Arundel County	
	:		
	:		

Mr. Clerk:

Please docket the above entitled case and file the original mortgage herewith.


William W. Townsend, Jr.
Attorney named in Mortgage

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4934

Equity No. 15,970

BOOK 1460 PAGE 428

BOOK 151 PAGE 436

This Mortgage,

made this 9TH

day of March

in the year one thousand nine hundred and sixty-one

, between GERALD W. DOTSON and County of Anne Arundel/in the

DELMA A. DOTSON, his wife

State of Maryland, hereinafter called Mortgagor(s), and UNITED FEDERAL SAVINGS AND LOAN ASSOCIATION OF GLEN BURNIE, MARYLAND, a body corporate, duly incorporated, hereinafter called Mortgagee.

WHEREAS the said Mortgagee has this day loaned to the said Mortgagor(s) the sum of

FIVE THOUSAND FIVE HUNDRED DOLLARS -----(\$5,500.00)

Dollars, being a part of the purchase money for the property herein described, which said sum the said Mortgagor(s) agree to repay in installments with interest thereon from the date hereof, at the rate of 6 % per annum, in the manner following:

By the payment of FORTY-SEVEN DOLLARS -----(\$47.00) Dollars plus one-twelfth of the annual taxes, water rents, ground rent, insurance premiums, and other public charges and assessments for which the property hereinafter described may be legally liable on or before the first day of each and every month from the date hereof, until the whole of said principal sum and interest shall be paid, which interest shall be computed by the calendar month.

The said installment payments may be applied by the Mortgagee in the following order:

FIRST: To the payment of interest;

SECOND: To the payment of all taxes, water rent, assessments or public charges of every nature and description, ground rent, insurance premiums and other charges affecting the hereinafter described premises;

THIRD: Towards the payment of the aforesaid principal sum;

The due execution of this mortgage was a condition precedent to the granting of said advance.

And the said Mortgagor(s) shall have the right to pay all or any additional part of the principal on any monthly installment payment date and interest shall abate on any amount so paid on the principal.

AND WHEREAS this Mortgage shall also secure future advances as provided by Chapter 923 of the Laws of Maryland passed at the January session in the year 1945 or any supplement thereto.

NOW, THEREFORE THIS MORTGAGE WITNESSETH, that in consideration of the premises and of one dollar, the said mortgagor(s) do grant, convey and assign unto said Mortgagee, its successors and assigns, all that

lot(s) of ground situate and lying in

Fifth Election District, Anne Arundel County, State of Maryland and described as follows:

BEGINNING for the same at a point on the South side of a 12 ft.. right of way with the use thereof in common with others, said point being located South 80° 26' West, 519 ft. and South 6° 26' East, 12 ft. from where the North side of the 12 ft. right of way intersects the West side of Furnace Branch State Road as shown on a plat of the Dotson property prepared by S. R. Malan, Surveyor, in October 1938 and running from thence and with the South side of said right of way North 80° 26' East, 142.2 ft. to a point; thence leaving said right of way and running across part of the property as shown on the above mentioned plat South 6° 26' East, 20 ft. to a pipe set; thence continuing on the same course South 6° 26' East, 75 ft. to a pipe; thence parallel to the 1st line of this description South 80° 26' West, 142.2 ft. to a pipe and to intersect the last line of a deed from William C. Dotson and wife to one Blackwell recorded among the Land Records of Anne Arundel County in Liber J.H.H. 195, folio 52; thence binding on said Blackwell's line as now surveyed and parallel to the 2nd line of this description North 6° 26' West, 75 ft. to a pipe; thence continuing in the same course and binding on said Blackwell's line North 6° 26' West, 20 ft. to the place of beginning.

BEING the same property conveyed to the within-named Mortgagors by William C. Dotson and wife, by Confirmatory Deed dated March 15, 1948 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. 461, folio 13. See also Deed dated October 16, 1946 recorded in Liber J.H.H. 385, folio 202.

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BOOK 1460 PAGE 429

BOOK 151 PAGE 437

The said Mortgagor(s) agree(s) to pay a "late charge" not to exceed four per cent (4%) of any installment which is not paid within twenty (20) days of the due date thereof, to cover the extra expense involved in handling delinquent payments.

This loan was made upon the distinct understanding and agreement between the parties hereto that the following items, if any, shall be considered as fixtures and as such shall pass as a part of the realty hereby conveyed and mortgaged, viz.: garages; all bathroom accessories, such as tub, lavatory, closet combination, built-in medicine cabinets; all kitchen accessories, such as sink, built-in kitchen units, gas ranges, coal ranges; all cellar accessories, such as laundry trays, heating plant complete with its boiler, radiators, hot water heaters, oil burner, oil tank and circulators, built-in club room with its appurtenances; built-in radio antenna; all lighting fixtures; built-in mantels; and screens for windows and doors. The foregoing enumeration of specific items shall not be construed as excluding from the operation of this mortgage anything on said premises which would partake of the nature of a fixture or fixtures, and which would by operation of law pass to the mortgagee as a part of mortgagee's security.

Together with the improvements thereon, and the rights and appurtenances thereto belonging or appertaining.

TO HAVE AND TO HOLD the said lot(s) of ground and premises unto the said Mortgagee, its successors and assigns, in fee simple.

If, however the said Mortgagor(s), his, her or their heirs, personal representatives or assigns, shall make the payments and perform the covenants herein on his, her or their part contained, then this mortgage shall be void.

And the said Mortgagor(s), for **themselves, their**

heirs, personal representatives or assigns, covenant with the said Mortgagee, its successors or assigns, as follows:

- I. To repay the indebtedness, together with interest, as herein provided.
- II. To keep the buildings on the premises insured against loss by fire and such other hazards as the Mortgagee may require for the benefit of the Mortgagee in some company acceptable to the Mortgagee, to the extent of its lien thereon, and to deliver the policy to the Mortgagee.
- III. Not to remove or demolish any buildings now on the premises and to keep improvements in as good order and repair as at the present time.
- IV. To pay all ground rent, taxes, water rent, fire and life insurance, public dues and assessments of every kind whatsoever, for which the property hereby mortgaged may become liable when payable: the Mortgagee being authorized to pay the same, and the amount so paid shall then be added to the principal debt named herein and bear interest at the rate of 6% per annum from the date of said payment, and said Mortgagee shall have a lien hereunder on said premises for the amount so paid, together with said interest thereon.
- V. That the holder of the mortgage in any action to foreclose it, shall be entitled, (without regard to the adequacy of any security for the debt) to the appointment of a receiver to collect the rents and profits of said premises and account therefor as the Court may direct.
- VI. That should the title to the herein mortgaged property be acquired by any persons or corporation, other than the Mortgagor(s), by voluntary grant or assignment, by descent, inheritance, operation of law or in any other manner, without the Mortgagee's written consent, then the whole of said principal sum shall become due and owing as herein provided, at the option of the Mortgagee.
- VII. That the whole of said principal sum shall become due after default in the payment of any monthly installment, as herein provided, for thirty days or after default in the performance of any of the foregoing covenants for thirty days.

And it is agreed that until default is made, the said Mortgagor(s), his, her or their heirs, personal representatives or assigns may retain possession of the mortgaged property.

And the said Mortgagor(s) consent that a decree may be passed for the sale of said property (the sale to take place after a default in any of the conditions of this mortgage, as herein provided), under the provisions of Sections 720 to 732, inclusive, of Chapter 123, of the Laws of Maryland, passed at the January session in the year 1898 — or any amendments additions, or supplement thereto — of this mortgage may be foreclosed and the property herein described sold, at any time after default, by the said Mortgagee, its successors or assigns, or by William W. Townshend, Jr., its duly constituted Attorney or Agent under Article 66, Sections 6 to 10, inclusive of the Maryland Code (1939) Public General Laws, or under any other General or Local Law of the State of Maryland relating to mortgages; and the sale shall be made after giving twenty days' notice of the time, place, manner, and terms of sale in some newspaper printed in the County or City in which the land is situate; and the party selling may also give such other notice as he may deem expedient, and the terms of sale may be all cash upon ratification of the sale or such other terms as the party selling may deem expedient. And upon any sale of said property, under the assent to decree or the powers herein granted, the proceeds shall be applied as follows:

First, to the payment of all expenses incident to said sale, including a commission to the party making sale of said property equal to the commission usually allowed Trustees for making sale of similar property by virtue of a decree of a Court having equity jurisdiction, and a reasonable Attorney's fee to the Attorney conducting the foreclosure proceedings, but not less than one hundred dollars;

Second, to the extinguishment of all claims of the Mortgagee, its successors or assigns; and

Third, the balance if any, to the said Mortgagor(s), his, her or their heirs, personal representatives or assigns.

Half of such commissions and all such expenses and costs shall be paid by the Mortgagor(s) or his, her or their heirs, personal representatives or assigns in the event that the mortgage debt shall be paid after any advertisement of said property, but before sale thereof.

The said Mortgagor(s) covenant to warrant specially said lot(s) of ground and to execute such other assurances thereof as may be requisite.

Witness the hand(s) and seal(s) of the said Mortgagor(s).

WITNESS:

Norwood A. Wieneke
 NORWOOD A. WIENEKE

Gerald W. Dotson (SEAL)
 Gerald W. Dotson

Delma A. Dotson (SEAL)
 Delma A. Dotson

(SEAL)

State of Maryland, Anne Arundel County, to wit:

I HEREBY CERTIFY, that on this

9TH

day of March

in the year one thousand, nine hundred and sixty-one, before me, the subscriber, a Notary Public of the State of Maryland, in and for said County, personally appeared Gerald W. Dotson and Delma A. Dotson, his wife, the above named Mortgagor(s) satisfactorily proven to be the person(s) whose name(s) are subscribed to the within Mortgage, and acknowledged that they executed the same for the purposes therein contained, and also they acknowledged the foregoing Mortgage to be their act. At the same time also appeared WILMER M. JOHNSON, President of said Mortgagee, and made oath in due form of law that the consideration mentioned in said Mortgage is true and bona fide as therein set forth.

AS WITNESS my hand and Notarial Seal

1100. *Norwood A. Wieneke*
 NORWOOD A. WIENEKE
 NOTARY PUBLIC

My Commission expires

5/1/61

Rec'd for record *Mar. 10, 1961* at *2:31 P.M.*
 Mailed to *Wm. W. Townshend, Jr.*

WM. W. TOWNSHEND, JR.

Attorney

TOWNS-WORTH BLDG.
ANNAPOLIS, MD.

MORTGAGE

FROM

GERALD W. DOTSON and

DELMA A. DOTSON, his wife

TO

UNITED FEDERAL SAVINGS &
 LOAN ASSOCIATION OF
 GLEN BURNIE, MARYLAND

Received for record

19

at

o'clock

M.

Same day recorded in Liber

No.

folio

&c one of

the Land Records of Anne Arundel County

and examined per

Clerk.

Cost of Record \$

1/26

Cost

BOOK 151 PAGE 440

Equity No. 15,970

WILLIAM W. TOWNSHEND, JR., ATTORNEY

TOWNS-WORTH BUILDING, SOUTH ST.

ANNAPOLIS, MARYLAND

A T T O R N E Y ' S S A L E

OF VALUABLE IMPROVED

FEE SIMPLE REAL ESTATE

Under and by virtue of power of sale contained in a mortgage from Gerald W. Dotson and Delma A. Dotson, his wife, dated March 9th, 1961 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. 1460, Folio 428, default having occurred thereunder, the undersigned Attorney will offer at public auction, on the premises, on

MONDAY, NOVEMBER 25th, 1963

at 11:00 o'clock A.M.

ALL that lot or parcel of ground situate, lying and being in the Fifth Election District of Anne Arundel County, State of Maryland, more particularly described as follows:

BEGINNING for the same at a point on the South side of a 12 ft. right of way with the use thereof in common with others, said point being located South 80° 26' West, 519 ft. and South 6° 26' East, 12 ft. from where the North side of the 12 ft. right of way intersects the West side of Furnace Branch State Road, as shown on a plat of the Dotson property prepared by S. R. Malan, Surveyor, in October 1938, and running from thence and with the South side of said right of way, North 80° 26' East, 142.2 ft. to a point; thence leaving said right of way and running across part of the property as shown on the above mentioned plat, South 6° 26' East, 20 ft. to a pipe set; thence continuing on the same course, South 6° 26' East, 75 ft. to a pipe; thence parallel to the 1st line of this description, South 80° 26' West, 142.2 ft. to a pipe and to intersect the last line of a deed from William C. Dotson and wife to one Blackwell recorded among the Land Records of Anne Arundel County

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in Liber J.H.H. 195, Folio 52; thence binding on said Blackwell's line as now surveyed and parallel to the 2nd line of this description; North 6° 26' West, 75 ft. to a pipe; thence continuing in the same course and binding on said Blackwell's line, North 6° 26' West, 20 ft. to the place of beginning.

BEING the same property conveyed unto Gerald W. Dotson and Delma A. Dotson, his wife, by William C. Dotson and wife, by Confirmatory Deed dated March 15, 1948 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. 461, Folio 13. See also Deed dated October 16, 1946 and recorded in Liber J.H.H. 385, folio 202.

The above property consists of a one and one-half story frame dwelling with modern conveniences.

TERMS OF SALE: A cash deposit will be required of \$750.00 of the purchaser or purchasers at the time and place of sale; balance of purchase price to be paid in cash on final ratification of sale by the Circuit Court for Anne Arundel County and to bear interest from date of sale. All taxes and public charges to be adjusted to date of sale.

For further particulars, apply to:

William W. Townshend, Jr., Attorney
Towns-Worth Building, South Street
Annapolis, Maryland

Robert H. Campbell, Auctioneer

The Maryland Gazette - October 31st and
November 7th, 14th and 21st, 1963

Please send twenty-five handbills.

In the Matter of the : No. 15, 970 Equity
Mortgaged Real Estate of : In the Circuit Court
Gerald W. Dotson and : for
Delma A. Dotson, his wife : Anne Arundel County
:

STATEMENT OF MORTGAGE CLAIM

Amount of mortgage from Gerald W.
Dotson and Delma A. Dotson, his
wife, to Loyola Federal Savings
and Loan Association (formerly
United Federal) dated March 9th,
1961 and recorded among the Land
Records of Anne Arundel County in
Liber G.T.C. 1460, Folio 428. \$5,500.00

Total amount paid on account of Principal. \$560.42
Credit Expense Account 85.15
\$645.57 645.57
\$4,854.43

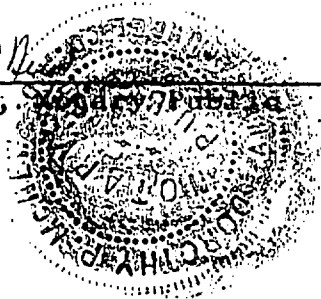
Plus interest to October 31, 1963 74.01

Amount of mortgage indebtedness \$4,928.44

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

I HEREBY CERTIFY that on this 30th day of October, 1963,
before the subscriber, a Notary Public of the State of Maryland, in
and for the County aforesaid, personally appeared William W.
Townshend, Jr., Attorney named in Mortgage, and acknowledged the
aforegoing Statement of Mortgage Claim to be true and just as herein
set forth.

WITNESS my hand and Notarial seal.

Dorothy P. McNew
Dorothy P. McNew, Notary Public


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1963 NOV -4 PM 3:07

AFFIDAVIT OF NON-MILITARY SERVICE

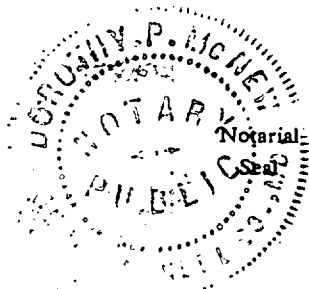
Equity No. 15,970

ANNE ARUNDEL COUNTY, }
STATE OF MARYLAND, } ss:

I hereby certify that, on this 30th day of October, 1963, personally appeared before me, the subscriber, a Notary Public of the State of Maryland, in and for Anne Arundel County, William W. Townshend, Jr., Attorney named in mortgage from Gerald W. Dotson and Delma A. Dotson, his wife, to Loyola Federal Savings and Loan Association (formerly United Federal) that to the best of his knowledge plaintiff, in the above entitled cause, and made oath, in due form of law, that defendant s
(Here, state facts showing that the defendant is not in the military service of the United States of America.)

are
~~not~~ not in the military service of the United States of America.

In testimony whereof, I hereunto set my hand and affix my
Notarial Seal, this 30th day of
October, 1963.



Dorothy P. McNew
Dorothy P. McNew

Notary Public

My Commission will expire on:
May 3rd, 1965

Filed,

FILED
1963 NOV -4 PM 3:07

The Pennsylvania Insurance Company



A STOCK COMPANY

BOND NO. 47 52 51

BOOK 12 PAGE 240

BOOK 151 PAGE 444

KNOW ALL MEN BY THESE PRESENTS: That we, William W. Townshend, Jr., of South Street, Annapolis, Maryland, as Principal, and THE PENNSYLVANIA INSURANCE COMPANY, corporation of the Commonwealth of Pennsylvania authorized to do business in the State of Maryland, as Surety, are held and firmly bound unto the State of Maryland in full and just sum of SIX THOUSAND AND NO/100 (\$6,000.00) - DOLLARS - current money to be Paid to the said State of Maryland or its certain attorney; to which payment well and truly to be made and done, we bind ourselves and each of us, our and each of our heirs, successors, and assigns, executors and administrators, jointly and severally, firmly by these presents.

SEALED WITH OUR SEALS AND DATED this 20th day of November, 1963.

WHEREAS, By virtue of a power of sale contained in a Mortgage from Gerald W. Dotson and Delma A. Dotson, his wife, to the Loyola Federal Savings and Loan Association, bearing date on or about the 9th day of March, 1961, and recorded among the Land Records of Anne Arundel County, in Liber G.T.C. 1460, Folio 428, the said William W. Townshend, Jr., as Attorney Named in Mortgage, is authorized and empowered to make sale of the property described in said Mortgage, in case default should occur in the principal debt secured by said Mortgage, or of the interest thereon the whole or in part; and

WHEREAS, default has occurred in the payment of the principal and interest aforesaid, and the said William W. Townshend, Jr., as Attorney Named in Mortgage is about to execute said power and make sale of the property described in said Mortgage.

NOW, THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, that if the above bounden William W. Townshend, Jr., does and shall well and faithfully perform the trust reposed in him by said decree, or that may be reposed in him by future decree or order in the premises, then the above obligation to be void; otherwise to be and remain in full force and virtue by law.

WITNESS AS TO PRINCIPAL:

Gerald W. Dotson

William W. Townshend, Jr. (SEAL)
William W. Townshend, Jr.

Witness as to Surety:

Anna Byron

THE PENNSYLVANIA INSURANCE COMPANY

BY Ralph G. Viehman, Jr.
Ralph G. Viehman, Jr.
Attorney-in-fact

Bond approved this 22nd day of November, 1963

Louis N. Phipps, Clerk

FILED

1963 NOV 22 AM 9:46

William W. Townshen
Attorney

Towns-Worth Building, South St.
Annapolis, Maryland

Attorney's Sale

Of Valuable Improved Fee Simple Real Estate

Under and by virtue of power of sale contained in a mortgage from Gerald W. Dotson and Delma A. Dotson, his wife, dated March 9th, 1961 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. 1460, Folio 428, default having occurred thereunder, the undersigned Attorney will offer at public auction, on the premises, on

Mon., Nov. 25, 1963

at 11:00 O'clock A.M.

ALL that lot or parcel of ground situate, lying and being in the Fifth Election District of Anne Arundel County, State of Maryland, more particularly described as follows:

BEGINNING for the same at a point on the South side of a 12 ft. right of way with the use thereof in common with others, said point being located South 80 degrees 26' West, 519 ft. and South 6 degrees 26' East, 12 ft. from where the North side of the 12 ft. right of way intersects the West side of Furnace Branch State Road, as shown on a plat of the Dotson property prepared by S.R. Malan, Surveyor, in October 1938, and running from thence and with the South side of said right of way, North 80 degrees 26' East, 142.2 ft. to a point; thence leaving said right of way and running across part of the property as shown on the above mentioned plat, South 6 degrees 26' East, 20 ft. to a pipe set; thence continuing on the same course, South 6 degrees 26' East, 75 ft. to a pipe; thence parallel to the 1st line of this description, South 80 degrees 26' West, 142.2 ft. to pipe and to intersect the last line of a deed from William C. Dotson and wife to one Blackwell recorded among the Land Records of Anne Arundel County in Liber J. H. H. 195, Folio 52; thence binding on said Blackwell's line as now surveyed and parallel to the 2nd line of this description, North 6 degrees 26' West, 75 ft. to a pipe; thence continuing in the same course and binding on said Blackwell's line, North 6 degrees 26' West, 20 ft. to the place of beginning.

OFFICE

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

CERTIFICATE OF PUBLICATION

Annapolis, Md., November 25, 1963

We hereby certify, that the annexed

Attorney's Sale

Gerald W. Dotson

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel

County, Maryland, once a week for 4

successive weeks before the 25th

day of November, 1963. The first

insertion being made the 31st day of

October, 1963.

THE CAPITAL-GAZETTE PRESS, INC.

NOV 26 1963

By A. Tilghman

BEING the same property conveyed unto Gerald W. Dotson and Delma A. Dotson, his wife, by William C. Dotson and wife, by Confirmatory Deed dated March 15, 1948 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. 461, Folio 13. See also Deed dated October 16, 1946 and recorded in Liber J.H.H. 385, folio 202.

The above property consists of a one and one-half story frame dwelling with modern conveniences.

TERMS OF SALE: A cash deposit will be required of \$750.00 of the purchaser or purchasers at the time and place of sale; balance of purchase price to be paid in cash on final ratification of sale by the Circuit Court for Anne Arundel County and to bear interest from date of sale. All taxes and public charges to be adjusted to date of sale.

For further particulars, apply to:

William W. Townshend, Jr.,
Attorney

Towns-Worth Building,
South Street
Annapolis, Maryland

ROBERT H. CAMPBELL,
Auctioneer N-21

ROBERT H. CAMPBELL - - - Auctioneer

BOOK 151 PAGE 447

**WILLIAM W. TOWNSHEND, JR., ATTORNEY
TOWNS-WORTH BUILDING, SOUTH ST.
ANNAPOLIS, MARYLAND**

ATTORNEY'S SALE

OF VALUABLE IMPROVED

Fee Simple Real Estate

Under and by virtue of power of sale contained in a mortgage from Gerald W. Dotson and Delma A. Dotson, his wife, dated March 9th, 1961 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. 1460, Folio 428, default having occurred thereunder, the undersigned Attorney will offer at public auction, on the premises, on

Monday, November 25th, 1963

AT 11:00 O'CLOCK A.M.

ALL that lot or parcel of ground situate, lying and being in the Fifth Election District of Anne Arundel County, State of Maryland, more particularly described as follows:

BEGINNING for the same at a point on the South side of a 12 ft. right of way with the use thereof in common with others, said point being located South 80°26' West, 519 ft. and South 6°26' East, 12 ft. from where the North side of the 12 ft. right of way intersects the West side of Furnace Branch State Road, as shown on a plat of the Dotson property prepared by S. R. Malan, Surveyor, in October 1938, and running from thence a with the South side of said right of way, North 80°26' East, 142.2 ft. to a point; thence leaving said right of way and running across part of the property as shown on the above mentioned plat, South 6°26' East, 20 ft. to a pipe set; thence continuing on the same course, South 6°26' East, 75 ft. to a pipe; thence parallel to the 1st line of this description, South 80°26' West, 12.2 ft. to a pipe and to intersect the last line of a deed from William C. Dotson and wife to one Blackwell recorded among the Land Records of Anne Arundel County in Liber J.H.H. 195, Folio 52; thence binding on said Blackwell's line as now surveyed and parallel to the 2nd line of this description, North 6°26' West, 75 ft. to a pipe; thence continuing in the same course and binding on said Blackwell's line, North 6°26' West, 20 ft. to the place of beginning.

BEING the same property conveyed unto Gerald W. Dotson and Thelma A. Dotson, his wife, by William C. Dotson and wife, by Confirmatory Deed dated March 15, 1948 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. 461, Folio 13. See also Deed dated October 16, 1946 and recorded in Liber J.H.H. 385, folio 202.

The above property consists of a one and one-half story frame dwelling with modern conveniences.

TERMS OF SALE: A cash deposit will be required of \$750.00 of the purchaser or purchasers at the time and place of sale; balance of purchase price to be paid in cash on final ratification of sale by the Circuit Court for Anne Arundel County and to bear interest from date of sale. All taxes and public charges to be adjusted to date of sale.

For further particulars, apply to:

**William W. Townshend, Jr., Attorney
Towns-Worth Building, South Street
Annapolis, Maryland**

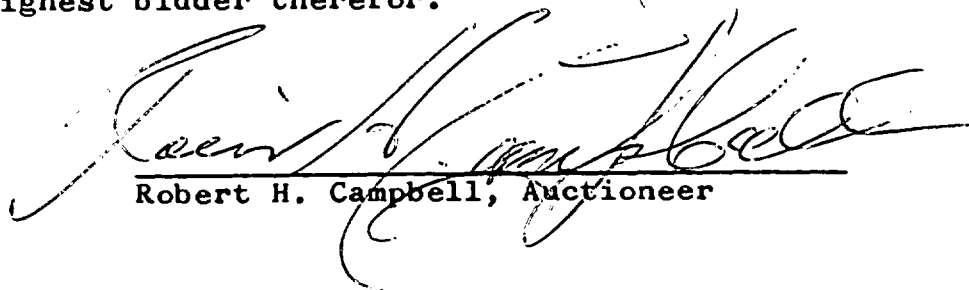
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1963 DEC -6 AM 11:25


Annapolis, Maryland
November 25, 1963

BOOK 151 PAGE 448

I hereby certify that I have this twenty-fifth day of November, 1963, sold the property described on the reverse hereof unto Elzie L. Gilbert at and for the sum of FIVE THOUSAND EIGHT HUNDRED THIRTY DOLLARS (\$5,830.00) being then and there the highest bidder therefor.


Robert H. Campbell, Auctioneer

I/we hereby certify that I/we have this twenty-fifth day of November, 1963, purchased from William W. Townshend, Jr., the property described on the reverse hereof, at and for the sum of FIVE THOUSAND EIGHT HUNDRED THIRTY DOLLARS (\$5,830.00), and I/we hereby agree to comply with the terms of sale.


Elzie L. Gilbert

FILED

1963 DEC -6 AM 11:25

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L

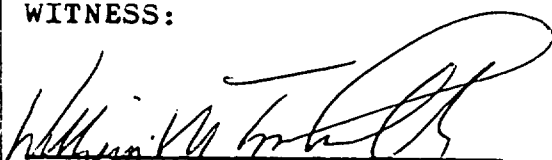
In the Matter of the : No. Equity
Mortgaged Real Estate of : In the Circuit Court
Gerald W. Dotson and : for
Delma A. Dotson, his wife : Anne Arundel County
:

AFFIDAVIT OF PURCHASER(S)

I/we hereby certify that on this 25th day of November, 1963,
before the subscriber, a Notary Public of the State of Maryland,
in and for Anne Arundel County, personally appeared
Elzie L. Gilbert
the purchaser(s) of the property in the above entitled cause, and
made oath in due form of law that: (1) he was not acting
as an agent for anyone; (2) there are no other persons or
corporations interested in the purchase as principals; and (3)
he had not directly or indirectly discouraged anyone from
bidding for the said property.

WITNESS the hand(s) and seal(s) of the purchaser(s).

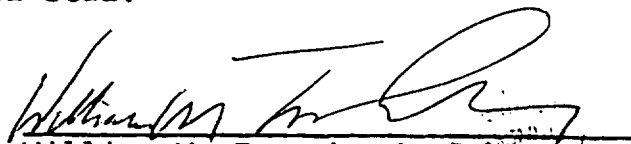
WITNESS:


William W. Townshend, Jr.

 (SEAL)
Elzie L. Gilbert

_____(SEAL)

WITNESS my hand and Notarial seal.


William W. Townshend, Jr.
Notary Public

FILED
1963 DEC -6 AM 11:25

In the Matter of the : No. 15, 970 Equity
 Mortgaged Real Estate of : In the Circuit Court
 Gerald W. Dotson and : for
 Delma A. Dotson, his wife : Anne Arundel County
 :

REPORT OF SALE

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The report of sale of William W. Townshend, Jr., Attorney named in mortgage filed in these proceedings, respectfully shows:

That under and by virtue of a power of sale contained in a mortgage from Gerald W. Dotson and Delma A. Dotson, his wife, dated March 9th, 1961 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. 1460, Folio 428, said William W. Townshend, Jr., Attorney named in aforesaid mortgage, to make sale of the property therein described in case of default, and default having occurred thereunder, after having given the notice of the time, place, manner and terms of sale by advertisement in The Maryland Gazette, a newspaper published in Anne Arundel County, State of Maryland, and after having complied with all other requisites of the mortgage and of the law for such cases made and provided, offered the property in said mortgage at public auction on the premises on Monday, November 25th, 1963, at 11:00 o'clock A.M., and then and there sold the said property to Elzie L. Gilbert, at and for the sum of FIVE THOUSAND EIGHT HUNDRED THIRTY DOLLARS (\$5,830.00), being at that figure the highest bidder therefor, said property described as follows:

ALL that lot or parcel of ground situate, lying and being in the Fifth Election District of Anne Arundel County, State of Maryland, more particularly described as follows:

BEGINNING for the same at a point on the South side of a 12 ft. right of way with the use thereof in common with others, said point being located South 80° 26' West, 519 ft. and South 6° 26' East, 12 ft. from where the North side of the 12 ft. right of way intersects the West side of Furnace Branch State Road, as shown on a plat of the Dotson property prepared by S. R. Malan,

1963 DEC -6 AM 11:25

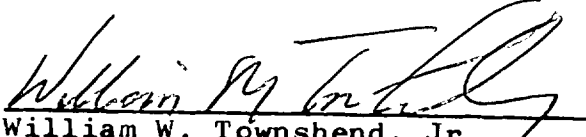
FILED

Surveyor, in October 1938, and running from thence and with the South side of said right of way, North 80° 26' East, 142.2 ft. to a point; thence leaving said right of way and running across part of the property as shown on the above mentioned plat, South 6° 26' East, 20 ft. to a pipe set; thence continuing on the same course, South 6° 26' East, 75 ft. to a pipe; thence parallel to the first line of this description, South 80° 26' West, 142.2 ft. to a pipe and to intersect the last line of a deed from William C. Dotson and wife to one Blackwell recorded among the Land Records of Anne Arundel County in Liber J.H.H. 195, Folio 52; thence binding on said Blackwell's line as now surveyed and parallel to the second line of this description, North 6° 26' West, 75 ft. to a pipe; thence continuing in the same course and binding on said Blackwell's line, North 6° 26' West, 20 ft. to the place of beginning.

BEING the same property conveyed unto Gerald W. Dotson and Thelma A. Dotson, his wife, by William C. Dotson and wife, by Confirmatory Deed dated March 15, 1948 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. 461, Folio 13. See also Deed dated October 16, 1946 and recorded among aforesaid Land Records in Liber J.H.H. 385, Folio 202.

AND the said Attorney further reports that he has received from the said purchaser a deposit as required by the terms of sale and has also required the Purchaser's Agreement to comply with the terms of sale, which are as follows: TERMS OF SALE: A cash deposit will be required of \$750.00 of the purchaser or purchasers at the time and place of sale; balance of purchase price to be paid in cash on final ratification of sale by the Circuit Court for Anne Arundel County and to bear interest from date of sale. All taxes and public charges to be adjusted to date of sale.

Respectfully submitted,


William W. Townshend, Jr.
Attorney named in Mortgage

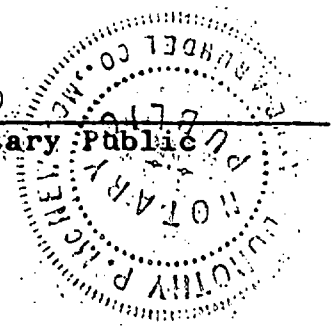
STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

I HEREBY CERTIFY, That on this 25th day of November, 1963, before the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared William W. Townshend, Jr., Attorney named in mortgage, and made oath in due form of law that the matters and things stated in the foregoing Report of Sale are true to the best of his knowledge and belief,

and that the sale therein reported was fairly made.

AS WITNESS my hand and Notarial seal.

Dorothy P. McNew
Dorothy P. McNew, Notary Public



ORDER NISI

IN THE MATTER OF THE MORTGAGED
REAL ESTATE OF GERALD W. DOTSON and
DELMA A. DOTSON, his wife

~~XXXX~~

BOOK 151 PAGE 453
IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 15,970 Equity

Ordered, this 6th day of December, 1963, That the sale of the
property in these proceedings mentioned
made and reported by William W. Townshend, Jr., Attorney named in Mortgage

BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 13th
day of January next; Provided, a copy of this Order be inserted in some newspaper
published in Anne Arundel County, once in each of three successive weeks before the 13th
day of January next.

The report states that the amount of sale was \$ 5,830.00

Louis F. Phillips

Clerk.

True Copy,

TEST: William W. Townshend, Jr., Atty. Maryland Gazette (for Dec. 12 edition, Clerk.
(Final Order)

IN THE MATTER OF THE MORTGAGED REAL
ESTATE OF GERALD W. DOTSON and
DELMA A. DOTSON, his wife

~~XXXX~~

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

Term, 19

ORDERED BY THE COURT, This 15th day of January, 1964
that the sale made and reported by the Attorney aforesaid, be and the same is hereby finally Ratified and
Confirmed no cause to the contrary having been shown, although due notice appears to have been given as re-
quired by the Order Nisi, passed in said cause; and the Attorney allowed the usual commissions and such
proper expenses as he shall produce vouchers for the Auditor.

FILED

1964 JAN 15 AM 10:39

George Sachse
JUDGE.

Order Nisi
IN THE CIRCUIT COURT FOR
ANNE ARUNDEL COUNTY
No. 15,970 Equity

In the Matter of the Mortgaged
Real Estate of
GERALD W. DOTSON and
DELMA A. DOTSON, his wife

Ordered, this 6th day of De-
cember, 1963, That the sale of
the property in these proceed-
ings mentioned made and re-
ported by William W. Town-
shend, Jr., Attorney named in
Mortgage BE. RATIFIED AND
CONFIRMED, unless cause to
the contrary thereof be shown
on or before the 13th day of
January next; Provided, a copy
of this Order be inserted in
some newspaper published in
Anne Arundel County, once in
each of three successive weeks
before the 13th day of January
next.

The report states that the
amount of sale was \$5,830.00.

LOUIS N. PHIPPS, Clerk

True Copy. TEST:
LOUIS N. PHIPPS, Clerk
J-2

OFFICE OF
Maryland Gazette
Published by
THE CAPITAL-GAZETTE PRESS, INC.
HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

BOOK 151
PAGE 454

CERTIFICATE OF PUBLICATION

Annapolis, Md., January 8, 1964

We hereby certify, that the annexed

Order nisi sale
Eq. 15,970
Gerald W. Dotson

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel

County, Maryland, once a week for 4

successive weeks before the 13th

day of January, 1964. The first

insertion being made the 12th day of

December, 1963.

FILED THE CAPITAL-GAZETTE PRESS, INC.

1964 JAN -9 AM 10:44

No. M. G. 1943

By H. Tilghman

19

In the Case of

BOOK 151 PAGE 455

IN THE MATTER OF THE MORTGAGED REAL ESTATE OF

GERALD W. DOTSON and DELMA A. DOTSON, his wife,

VS.

In the

Circuit Court

For

Anne Arundel County

No. 15,970 Equity

To the Honorable, the Judges of said Court:

The Auditor reports to the Court that he has examined the proceedings in the above entitled cause, and from them he has stated the within account, and that he has this day given notice of the filing of this account to all parties and persons who have filed a claim to the proceeds of sale herein, in accordance with General Equity Rule #595.

All of which is respectfully submitted.

January 21, 1964

John H. Hopkins, IV
John H. Hopkins, IV,

Auditor.

FINAL ORDER

ORDERED BY THE COURT, this 6th day of February, 1964, that the foregoing Report and Account of the Auditor be and the same is hereby finally ratified and confirmed, no cause to the contrary having been shown, and that the Trustee apply the proceeds accordingly with a due proportion of interest as the same has been or may be received.

Louis H. Phipps
Clerk
Per: *A. Garkowski*, deputy

FILED
1964 FEB -6 AM 10:11

Dr. IN THE MATTER OF THE MORTGAGED REAL ESTATE OF GERALD W. DOTSON and
DELMA A. DOTSON, his wife,

BOOK 151 PAGE 456

In Acct. with WILLIAM W. TOWNSHEND, JR., Attorney named in Mortgage

				Cr.	
1963					
Nov.	25	Proceeds of Sale	5,830	00	
		Interest on deferred payment of \$5,080.00			
		from 11/25/63 to 1/16/64	44	20	5,874 20
		Refund 1963 County & State Taxes adjusted			
		11/25/63 to 12/31/63 (158.68)	15	68	15 68
					5,889 88
		To Attorney for fee, viz:	100	00	
		To Attorney for commissions, viz:	206	23	306 23
		To Attorney for Court Costs, viz:			
		Plaintiffs solicitors appearance fee	10	00	
		Clerk of Court - Court costs	28	00	
		Auditor - stating this account	25	00	63 00
		To Attorney for expenses, viz:			
		Capital Gazette Press - advertising sale	108	52	
		Capital Gazette Press - Order nisi, sale	15	00	
		Speer Publications - handbills	17	00	
		Robert H. Campbell - auctioneer's fee	45	00	
		Pennsylvania Ins. Co. - bond premium	24	00	
		One-half cost documentary stamps	9	90	
		Dorothy P. McNew - notary fees	1	50	220 92
		To Loyola Federal Savings & Loan Assn.			
		Mortgage claim filed in full	4,928	44	
		Interest on principal balance of \$4,854.43			
		from 10/31/63 to 2/6/64 - 98 days @ 6%	78	35	5,006 79

[illegible]

WALTER S. CALWELL,
Attorney Named in Mortgage

VS.

WILLIS COLEBANK AND
MYRTLE COLEBANK, HIS WIFE

: IN THE CIRCUIT COURT

: FOR

: ANNE ARUNDEL COUNTY

: (In Equity) 72.15, 961

Mr. Clerk:

Please docket the above entitled case and file among the papers
the following instrument marked "Plaintiff's Exhibit 'A'" -

- 1. Original Mortgage from said Willis Colebank and
Myrtle Colebank, his wife to Baltimore Federal
Savings and Loan Association, dated October 19th,
1956 and recorded among the Land Records of Anne
Arundel County in Liber G.T.C. No. 1072 folio
155.



Walter S. Calwell
Attorney Named in Mortgage

Baltimore Federal Building
Baltimore, Maryland - 21202

Le 9-6841

FILED

1963 OCT 30 AM 9:29

BOOK 151 PAGE 459 LIBER 1072 PAGE 155

Equity No. 15, 961

This Mortgage, Made this 19th day of October, in the year one thousand, nine hundred and fifty-six, between WILLIS COLEBANK AND MYRTLE COLEBANK, his wife., of Anne Arundel County, in the State of Maryland, Mortgagor, and the BALTIMORE FEDERAL SAVINGS AND LOAN ASSOCIATION, a body corporate, duly incorporated, Mortgagee.

WHEREAS, said Mortgagor, being a member of said body corporate, has received therefrom an advance of EIGHT THOUSAND SIX HUNDRED AND 00/100ths (\$8,600.00) Dollars, receipt of which is hereby acknowledged by the Mortgagor, being part of the purchase money for the property hereinafter described;

AND WHEREAS, said Mortgagor has agreed to repay the said sum so advanced in installments, with interest thereon from the date hereof at the rate of Six Per Cent (6%) per annum per annum in the manner following:

By the payment of SIXTY-ONE AND 62/100ths (\$61.62) Dollars, commencing on the first day of December, 1956, and continuing on the first day of each month thereafter until the whole of said principal sum and interest shall be paid, which interest shall be computed by the calendar month, and the said installment payments may be applied by the Mortgagee in the following order: (1) to the payment of interest; and (2) towards the payment of the aforesaid principal sum.

The due execution of this mortgage having been a condition precedent to the granting of said advance.

NOW, THEREFORE, THIS MORTGAGE WITNESSETH, that in consideration of the premises, and of the sum of one dollar, the said Mortgagor does grant, convey and assign unto the said Mortgagee, its successors and assigns, all that lot(s) of ground situate and lying in Anne Arundel County, in said State, and described as follows:

BEING known and designated as Lot No. 16, in Block B, as designated and shown on a plat entitled "Second Revised Plat, Bodkins Plains", dated February 1953, by James D. Hicks, Surveyor, and recorded among the plat records of Anne Arundel County in Plat Book 25, folio 12.

BEING the same lot of ground which by Assignment dated of even date herewith and recorded or intended to be recorded among the Land Records of Anne Arundel County immediately prior hereto was granted and assigned by Conduit, Inc., unto the within named Mortgagors.

FILED

1956 OCT 30 AM 9:29

AND WHEREAS this Mortgage shall also secure future advances as provided by Chapter 178 of the Laws of Maryland passed at the January Session of the General Assembly in the year 1955 or any supplement, amendment, or addition thereto.

Together with the improvements thereon and the rights or appurtenances thereto belonging or in anywise appertaining, including all heating, gas and plumbing apparatus and fixtures, and all rents, issues and profits accruing from the premises hereby mortgaged.

TO HAVE AND TO HOLD the said lot(s) of ground and premises unto the said Mortgagee, its successors and assigns, for all the rest and residue of the term of years yet to come and unexpired therein, with the benefit of renewal forever; subject to the payment of the yearly rent of **Niney (\$90.00) Dollars, payable half-yearly on the 9th days of February and August in each and every year.**

It is agreed that said Mortgagee may at its option advance sums at any time for the payment of premiums on any life insurance policy assigned to the Mortgagee or wherein the Mortgagee is the Beneficiary, and which is held by the Mortgagee as additional collateral for this indebtedness, and any sums so advanced shall be added to the unpaid balance of this indebtedness, and shall become due and payable on demand at the option of the Mortgagee and bear the rate of interest herein agreed to.

Provided, however, if the said Mortgagor, his heirs, personal representatives or assigns, shall make or cause to be made the payments, and perform and comply with the covenants and conditions herein mentioned on his part to be made and done, then this mortgage shall be void.

And the said Mortgagor, for himself, his heirs, personal representatives and assigns, covenant with the said Mortgagee, as follows: (1) That together with, and in addition to, the monthly payments of principal and interest payable under the terms of the mortgage debt hereby secured, the Mortgagor will pay to the Mortgagee, on the first day of each month until the said debt is fully paid the following sums, an installment of the ground rents, if any, and of the taxes and special assessments levied or to be levied against the premises covered by this mortgage and an installment of the premium or premiums that will become due and payable to renew such insurance on the premises covered hereby against loss by fire or other hazards, casualties and contingencies as may be reasonably required by the Mortgagee in amounts, for periods, and in a company or companies through such Agents or Brokers satisfactory to the Mortgagee. These installments shall be equal respectively to one-twelfth (1/12) of the annual ground rent, if any, plus the estimated premium or premiums for such insurance, and taxes and assessments next due (as estimated by the Mortgagee) less all installments already paid therefor, divided by the number of months that are to elapse before one month prior to the date when such premium or premiums and taxes and assessments will become delinquent. The Mortgagee shall hold such installments in trust to pay the ground rents, if any, premium or premiums, and taxes and assessments before the same become delinquent; (2) to repay the indebtedness, together with interest, as herein provided; (3) to keep the buildings on the premises insured against loss by fire and wind-storm and other hazards, casualties and contingencies for the benefit of the Mortgagee, its successors or assigns, in some company acceptable to the Mortgagee, its successors or assigns, to the extent of its lien thereon, and to deliver the policy and all renewal receipts to the Mortgagee, its successors or assigns; and in case of failure of the Mortgagor, his heirs, personal representatives and assigns, so to do, the Mortgagee, its successors or assigns, may do so and add the cost thereof to the amount of the mortgage indebtedness so as to become so much additional indebtedness secured by this mortgage; (4) to pay all ground rent, taxes, water rent, insurance, public dues assessments of every kind whatsoever, for which the property hereby mortgaged may become liable when payable; (5) to permit, commit or suffer no waste, impairment or deterioration of said property, or any part thereof; (6) that the holder of this mortgage in any action to foreclose it, shall be entitled (without regard to the adequacy of any security for the debt) to the appointment of a receiver to collect the rents and profits of said premises and account therefor as the Court may direct; (7) that should the title to the herein mortgaged property be acquired by any person, persons, partnership or corporation, other than the Mortgagor, by voluntary or involuntary grant or assignment, or in any other manner without the Mortgagee's written consent, or should the same be encumbered by the Mortgagor, his heirs, personal representatives and assigns, without the Mortgagee's written consent, then the whole of said principal sum shall immediately become due and owing as herein provided; (8) that the whole of said mortgage debt intended hereby to be secured shall become due and demandable after default in the payment of any monthly installment, as herein provided, shall have continued for thirty days, or after default in the performance of any of the foregoing covenants or conditions for thirty days; (9) to pay a "late charge" not to exceed four per cent (4%) of any installment which is not paid within twenty (20) days of the due date thereof, to cover the extra expense involved in handling delinquent payments; (10) that this loan may be prepaid, in whole or in part, in an amount not less than one monthly installment of principal, provided that six month's advance interest may be charged on that part of the aggregate amount of all prepayments made in any one year which exceeds twenty per cent (20%) of the original principal amount of the loan as a consideration for the acceptance of such prepayment.

AND IT IS AGREED AND UNDERSTOOD that until default is made, the said Mortgagor, his heirs, personal representatives and assigns, may retain possession of the hereby mortgaged property.

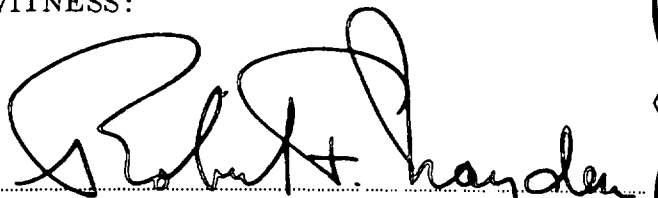
AND the said Mortgagor hereby assents to the passage of a decree for the sale of the property hereby mortgaged, (the sale to take place after a default in any of the covenants or conditions of this mortgage as herein provided), and the said Mortgagor hereby also authorizes the said Mortgagee, its successors or assigns or Walter S. Calwell or Joseph J. Callahan, its duly authorized Attorney or Agent, after any default in the terms of this mortgage, to sell the hereby mortgaged property, and any such sale, whether under the above assent to a decree or under the above power of sale, shall be under the provisions of Article LXVI of the Public General Laws of Maryland, or under any other General or Local Law of the State of Maryland relating to mortgages, or any supplement, amendment, or addition thereto. And upon any sale of said property, whether under the above assent to a decree or under the above power of sale, the proceeds shall be applied as follows: (1) to the payment of all expenses incident to such sale, including a fee of 86.00 Dollars and a commission to the party making the sale of said property equal to the commission allowed Trustees for making sale of property by virtue of a decree of a Court having equity jurisdiction in the State of Maryland; (2) to the payment of all claims of the said Mortgagee, its successors or assigns, under this mortgage whether the same shall have matured or not; (3) the surplus (if any there be), to the said Mortgagor, his heirs, personal representatives or assigns, or to whomever may be entitled to the same. Half of such commissions and all such expenses and costs shall be paid by the Mortgagor in the event that the mortgage debt shall be paid after any advertisement of said property but before sale thereof.

The said Mortgagor covenants that he will warrant specially the property hereby conveyed, and that he will execute such further assurances as may be requisite. Whenever used, the singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders, and Mortgagee shall include any payee of the indebtedness hereby secured or any transferee thereof whether by operation of law or otherwise.

WITNESS the hand(s) and seal(s) of the said Mortgagor(s).

~~WITNESS the company and seal of the said Mortgagee, and the signature of its Vice-President~~

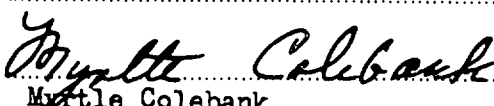
WITNESS:



ROBERT F. HAYDEN



Willis Colebank

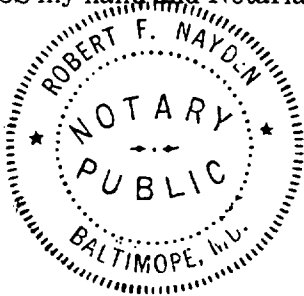


Myrtle Colebank

On this 19th day of October, 1956, before me, a Notary Public of said State, personally appeared Willis Colebank and Myrtle Colebank, his wife.

known to me, (or satisfactorily proven) to be the person(s) whose name(s) is/are subscribed to the within Mortgage, and who, acknowledged that they executed the same for the purposes therein contained, as the duly authorized Vice-President of said corporation, by signing the name of the corporation by himself as Vice-President. At the same time and also appeared Walter S. Calwell, Agent of the within named corporation, Mortgagee, and made oath in due form of law that the consideration set forth in the foregoing mortgage is true and bona fide as therein set forth, and also made oath that he is the agent of the Mortgagee and duly authorized to make this affidavit.

AS WITNESS my hand and Notarial Seal.



Robert F. Nayden
ROBERT F. NAYDEN Notary Public

Rec'd for record Oct 20 1956 at 1044 P.M.
Mailed to Callahan & Calwell

IN THE CIRCUIT COURT
FOR
ANNE ARUNDEL COUNTY
(In Equity)

WALTER S. CALWELL
Attorney Named in Mortgage

VS.

WILLIS COLEBANK AND
MYRTLE COLEBANK, HIS WIFE

PLAINTIFF'S EXHIBIT "A"

Application No. 42150
Written by *jm*
Approved by *jm* Examiner
Ready for Record *after*

BOOK 151 PAGE 463
IN THE

WALTER S. CALWELL,
Attorney Named in Mortgage
VS.

ANNE ARUNDEL
Circuit Court for ~~Baltimore~~ County

WILLIS COLEBANK AND
MYRTLE COLEBANK, HIS WIFE

IN EQUITY. No. 15,961

STATEMENT OF MORTGAGE DEBT

Statement of the Mortgage Claim of Baltimore Federal Savings and Loan Association

under the mortgage from Willis Colebank and Myrtle Colebank, his wife

to Baltimore Federal Savings and Loan Association

dated the 19th day of October, 1956, and recorded among the Land Records
of Anne Arundel County in Liber G.T.C. No. 1072 Folio 155

Amount of Mortgage \$8600.00

Less - amount od Mortgage= 1994.68

6605.32

Plus - interest to 10/22/63 113.03

6718.35

Less - balance in expense account 63.10

6655.25

6605.32
63.10
6668.42

CITY

STATE OF MARYLAND, ~~EQUITY~~ OF BALTIMORE, Sct.

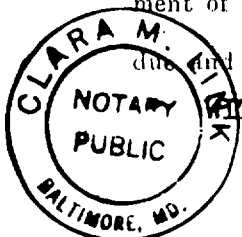
I HEREBY CERTIFY, that on this 28th day of October in the
year nineteen hundred and sixty-three, before me, the subscriber Notary Public

of the State of Maryland, in and for said ~~xxxxxx~~ City
of Baltimore, personally appeared Eugene K. Reilly, Vice President of Baltimore Federal
Savings and Loan Association, holder of the Mortgage

~~represented~~ in the above entitled cause, and made oath that the foregoing is a just and true state-
ment of the amount of the mortgage claim under the mortgage filed in the said cause now remaining
due and unpaid.

WITNESS my hand and Notarial seal.

Clara M. Link
Clara M. Link, Notary Public



1963 OCT 30 AM 9:29

Equity No. 15, 961

BOOK 151 PAGE 464

MILITARY AFFIDAVIT

Docket

folio-


STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

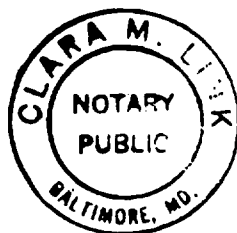
I HEREBY CERTIFY, That on this 28th day of October 1963 before me, the subscriber, a Notary Public of the State of Maryland, in and for the City aforesaid, personally appeared **Walter S. Calwell**

and made oath in due form of Law that the Defendants, **WILLIS COLEBANK AND MYRTLE COLEBANK, HIS WIFE**

against whom foreclosure proceedings were instituted **are** not in the Military Service of the United States or of any Nation with which the United States is allied in the present war, that **they have** not been ordered to report for induction under the Selective Training and Service Act of 1940, that **they are** not members of the Enlisted Reserve Corps, and **have** not been ordered to report for service therein,

and that the Affiant's source of information was the family of the Defendant


Walter S. Calwell




Clara M. Link - Notary Public

FILED

1963 OCT 30 AM 9:29

CALLAHAN AND CAL L
Solicitors
Baltimore Federal Building
Baltimore 2, Md.

**Attorney's
Sale
Of Valuable Leasehold
Property**

Under and by virtue of the power and authority contained in a Mortgage from Willis Colebank and Myrtle Colebank, his wife to Baltimore Federal Savings and Loan Association, dated October 19th, 1956 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 1072 folio 155 (default having occurred thereunder) the undersigned, Attorney, will sell at Public Auction on the premises on

**Tues., Dec. 3, 1963
at 3:30 P.M.**

all that leasehold lot of ground situate and lying in the Third Election District of Anne Arundel County, near Mountain Road, Pasadena Section, and described as follows:

BEING known and designated as Lot No. 16, in Block B as designated and shown on a plat entitled "Second Revised Plat, Bodkins Plains," dated February 1953, by James D. Hicks, Surveyor, and recorded among the plat records of Anne Arundel County in Plat Book 25, folio 12, situate on the westerly side of Lockwood Road, 2nd house south of Lake Avenue.

Together with the buildings thereupon, and all rights, alleys, ways, waters, privileges, appurtenances and advantages, thereunto belonging, or in anywise appertaining

No.

8 Subject to an annual ground rent of \$90.00 and to any restrictive covenants, and/or Utility Agreements, of record, affecting the property

The improvements consist of a one story frame detached dwelling, containing 5 rooms (3 bedrooms) 1 bath, forced air oil fired heat, and a car port

TERMS OF SALE: A cash deposit of \$500.00 will be required of the purchaser at the time and place of sale, balance of purchase price upon final ratification of sale by the Circuit Court for Anne Arundel County and to bear interest from date of sale to settlement. Taxes and all other expenses, including Sanitary District charges, if any and all other assessments and public charges to be adjusted to date of sale. Cost of all Documentary stamps and County transfer tax, if any, shall be borne by the purchaser.

WALTER S. CALWELL
Attorney Named in Mortgage
E. T. NEWELL AND CO., INC.
Auctioneer

OFFICE F

18,961

Maryland Gazette

BOOK

151
PAGE 465

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

CERTIFICATE OF PUBLICATION

Annapolis, Md., November 26, 1963

We hereby certify, that the annexed

Attorney's Sale

Willis Colebank

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4

successive weeks before the 3rd

day of December, 1963. The first

insertion being made the 7th day of

November, 1963.

THE CAPITAL-GAZETTE PRESS, INC.

200

By

H. T. Newell

BOOK 151 PAGE 456

BOOK 12 PAGE 247

227 ST. PAUL STREET
BALTIMORE, MD.60 JOHN STREET
NEW YORK, N. Y.

BOND NO. 0466-0274-2366-63

Know All Men by These Presents:

That we Walter S. Calwell - Baltimore Federal Building -
Baltimore 2, Maryland as Principal
 and NEW AMSTERDAM CASUALTY COMPANY, a corporation, organized and existing under and by virtue
 of the laws of the State of New-York, and authorized to do a surety business in the State of Maryland, as Surety,
 are held and firmly bound unto the State of Maryland in the full and just sum of.....
SIXTY-SEVEN HUNDRED AND NO/100 -----(\$6700.00) --- Dollars,
 to be paid to the said State, or its certain Attorney, to which payment, well and truly to be made and done, we
 bind ourselves, and each of us, our, and each of our Heirs, Executors and Administrators, jointly and severally,
 firmly by these presents.

Sealed with our seals, and dated this 2nd
 day of December in the year nineteen hundred and sixty-three

Whereas, the above bounden Walter S. Calwell

by virtue of the power contained in a Mortgage from Willis Colebank and Myrtle Colebank,
his wife, to the Baltimore Federal Savings and Loan Association
 bearing date the 19th day of October nineteen hundred and fifty-six
 and recorded among the Land Records of Anne Arundel County, in Liber G.T.C.
No. 1072, Folio 155, and XXX

Lot 16, Block B., Bodkins Plains, Anne Arundel County, Md.
 is about to sell the land and premises described in said Mortgage/default having been made in the payment of
 the money as specified, and in the conditions and covenants therein contained.

Now the Conditions of this Obligation are Such, That if the above bounden.....
Walter S. Calwell

do and shall well and truly and faithfully perform the trust reposed in him under the
 Mortgage aforesaid, and shall abide by and fulfill any order or decree which shall be made by any Court of Equity
 in relation to the sale of said mortgaged property, or the proceeds thereof, then the above obligation to be void,
 otherwise to be and remain in full force and virtue in law.

Signed, Sealed and Delivered
 in the presence of

Clara M. Fink

XXXXX

Witness as to Surety:

J. McDuffie
J. McDuffie

FILED

1963 DEC -3 AM 10:30

Bond approved this 3rd day of December, 1963

Louis N. Phipps, Clerk

Walter S. Calwell
Walter S. Calwell

(Seal)

(Seal)

(Seal)

NEW AMSTERDAM CASUALTY COMPANY

By

J. Richard Hauschild, Attorney-in-Fact

WALTER S. CALWELL, Attorney Named in Mortgage	:	IN THE CIRCUIT COURT
VS.	:	FOR
WILLIS COLEBANK AND MYRTLE COLEBANK, HIS WIFE	:	ANNE ARUNDEL COUNTY
	:	Equity No. 15961

STATE OF MARYLAND, CITY OF BALTIMORE, Sct:

I HEREBY CERTIFY, That on this 3rd day of December, 1963, before me, the subscriber, a Notary Public of the State of Maryland, in and for said City, personally appeared Charles E. Williams, Vice President of Baltimore Federal Savings and Loan Association purchaser at the foreclosure sale in this cause, and made oath in due form of law that it is/are the purchaser and purchased same as principal and not as agent for anyone, and that it has/have not directly or indirectly discouraged anyone from bidding for the said property mentioned in the said Report of Sale.

BALTIMORE FEDERAL S. & L. ASS'N.

by Charles E. Williams
Purchaser
Charles E. Williams, Vice President

1963 DEC -5 PM 12:41

CLARA M. LINK
NOTARY PUBLIC
BALTIMORE, MD.

Clara M. Link
Notary Public

WALTER S. CALWELL,	:	IN THE CIRCUIT COURT
Attorney Named in Mortgage	:	
	:	FOR
VS.	:	ANNE ARUNDEL COUNTY
	:	
WILLIS COLEBANK AND	:	(In Equity)
MYRTLE COLEBANK, HIS WIFE	:	No. 15961
	:	

REPORT OF SALE

TO THE HONORABLE THE JUDGE OF SAID COURT:-

The Report of Sale of Walter S. Calwell, Attorney Named in Mortgage, dated October 19th, 1956 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 1072 folio 155 from said Willis Colebank and Myrtle Colebank, his wife to the Baltimore Federal Savings and Loan Association, which Mortgage is filed in said cause pending, respectfully shows -

That after giving Bond, with security for the faithful discharge of his trust, which was duly filed and approved, and having given notice of the time, place, manner and terms of sale by advertisement inserted in "The Maryland-Gazette"

a newspaper published in Anne Arundel County for more than three successive weeks preceding the day of sale, Walter S. Calwell, Attorney, under and by virtue of the power and authority contained in said Mortgage (after default having occurred thereunder) did, pursuant to said notice, on the 3rd day of December, 1963 at 3.30 P.M., attend on the premises and then and there sold the leasehold property situate, lying and being in Anne Arundel County

being known and designated as Lot No. 16, in Block B, as designated and shown on a Plat entitled "Second Revised Plat, Bodkins Plains", dated February 1953 by James D. Hicks, Surveyor, which Plat is recorded among the Land Records of Anne Arundel County in Plat Book 25 folio 12; more particularly and at length described in the aforementioned Mortgage, and in the attached advertisement of sale.

FILED

1963 DEC -5 PM 12:41

CALLAHAN AND CALWELL
Solicitors
Baltimore Federal Building
Baltimore 2, Md.

**Attorney's
Sale
Of Valuable Leasehold
Property**

Under and by virtue of the power and authority contained in a Mortgage from Willis Colebank and Myrtle Colebank, his wife to Baltimore Federal Savings and Loan Association, dated October 19th, 1956 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 1072 folio 155 (default having occurred thereunder) the undersigned, Attorney, will sell at Public Auction on the premises on

**Tues., Dec. 3, 1963
at 3:30 P.M.**

all that leasehold lot of ground situate and lying in the Third Election District of Anne Arundel County, near Mountain Road, Pasadena Section, and described as follows:

BEING known and designated as Lot No. 16, in Block B, as designated and shown on a plat entitled "Second Revised Plat, Bodkins Plains," dated February 1953, by James D. Hicks, Surveyor, and recorded among the plat records of Anne Arundel County in Plat Book 25; folio 12, situate on the westerly side of Lockwood Road, 2nd house south of Lake Avenue.

Together with the buildings thereupon, and all rights, alleys, ways, waters, privileges, appurtenances and advantages, thereunto belonging, or in anywise appertaining

Subject to an annual ground rent of \$90.00 and to any restrictive covenants, and/or Utility Agreements, of record, affecting the property

The improvements consist of a one story frame detached dwelling, containing 5 rooms (3 bedrooms) 1 bath, forced air oil fired heat, and a car port

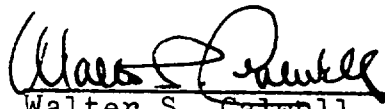
TERMS OF SALE: A cash deposit of \$500.00 will be required of the purchaser at the time and place of sale, balance of purchase price upon final ratification of sale by the Circuit Court for Anne Arundel County and to bear interest from date of sale to settlement. Taxes and all other expenses, including Sanitary District charges, if any and all other assessments and public charges to be adjusted to date of sale. Cost of all Documentary stamps and County transfer tax, if any, shall be borne by the purchaser.

WALTER S. CALWELL
Attorney Named in Mortgage
E. T. NEWELL AND CO., INC.
Auctioneer

BOOK 151 PAGE 469

BY TERMS OF SALE, a cash deposit of Five Hundred (\$500.00) Dollars was required of the purchaser at the time and place of sale and taxes and other expenses, including Metropolitan Sanitary and District liens, if any, be adjusted to day of sale.

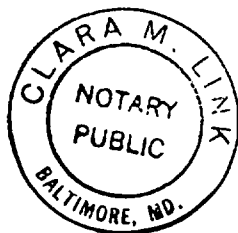
The property was sold to Baltimore Federal Savings and Loan Association, at and for the sum of Fifty-nine Hundred (\$5900.00) Dollars, subject to the payment of an annual ground rent of \$90.00, said purchaser being then and there the highest bidder.


Walter S. Calwell,
Attorney Named in Mortgage

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY, That on this 4th day of December, 1963 before me, the subscriber, a Notary Public of the State of Maryland, in and for the City of Baltimore aforesaid, personally appeared Walter S. Calwell, Attorney Named in the Mortgage and made oath in due form of Law that the facts stated in the foregoing Report of Sale are true, as therein set forth, and that the sale thereby reported was fairly made.

WITNESS my hand and Notarial seal.




Clara M. Link, Notary Public

ORDER NISI

WALTER S. CALWELL, Attorney
Named in Mortgage
versus
WILLIS COLEBANK AND
MYRTLE COLEBANK HIS WIFE

BOOK 151 PAGE 471

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 15,961 Equity

Ordered, this 5th day of December, 19 63, That the sale of the property in these proceedings mentioned made and reported by Walter S. Calwell, Attorney Named in Mortgage

BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 13th day of January next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 13th day of January next.

The report states that the amount of sale was \$ 5,900.00.

Louis N. Phipps Clerk.

True Copy,

Walter S. Calwell, Atty.
(Final Order)

TEST: Clerk.
For the Maryland Gazette(Dec. 12th e
Edition)

WALTER S. CALWELL, Attorney
Named in Mortgage
versus
WILLIS COLEBANK AND
MYRTLE COLEBANK, HIS WIFE

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

Term, 19

ORDERED BY THE COURT, This 15th day of January, 1964 that the sale made and reported by the Attorney aforesaid, be and the same is hereby finally Ratified and Confirmed no cause to the contrary having been shown, although due notice appears to have been given as required by the Order Nisi, passed in said cause; and the Attorney allowed the usual commissions and such proper expenses as he shall produce vouchers for the Auditor.

George Sachse
JUDGE.

FILED

1964 JAN 15 AM 10:40

Order Nisi
IN THE CIRCUIT COURT FOR
ANNE ARUNDEL COUNTY
No. 15.961 Equity
Walter S. Calwell, Attorney
Named in Mortgage
versus
WILLIS COLEBANK and
MYRTLE COLEBANK, his wife
Ordered, this 5th day of De-
cember, 1963, That the sale of
the property in these proceed-
ings mentioned made and re-
ported by Walter S. Calwell,
Attorney Named in Mortgage
BE RATIFIED AND CONFIRM-
ED, unless cause to the con-
trary thereof be shown on or
before the 13th day of January
next; Provided, a copy of this
Order be inserted in some
newspaper published in Anne
Arundel County, once in each of
three successive weeks before
the 13th day of January next.
The reports states that the
amount of sale was \$5,900.00.
LOUIS N. PHIPPS, Clerk
True Copy, TEST: N
LOUIS N. PHIPPS, Clerk
J-2

OFFICE, OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

BOOK 151 PAGE 472

CERTIFICATE OF PUBLICATION

Annapolis, Md., *January 8*, 19*64*

We hereby certify, that the annexed -----

Order nisi Sale
Eq. 15, 961
Willis Colebank

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel
County, Maryland, once a week for *4* -----

successive weeks before the *13th* -----

day of *January* -----, 19*64*. The first

insertion being made the *12th* ----- day of

December -----, 19*63*.

FILED THE CAPITAL-GAZETTE PRESS, INC.

No. M. G. *1940* ----- 564 JAN -9 AM 10:44

By *H. Tilghman* -----

14.

In the Case of

WALTER S. CALWELL, Attorney named in Mortgage

VS.

WILLIS COLEBANK and

MYRTLE COLEBANK, his wife

In the
Circuit Court

For

Anne Arundel County

No. 15,961 Equity

To the Honorable, the Judges of said Court:

The Auditor reports to the Court that he has examined the proceedings in the above entitled cause, and from them he has stated the within account, and that he has this day given notice of the filing of this account to all parties and persons who have filed a claim to the proceeds of sale herein, in accordance with General Equity Rule #595.

All of which is respectfully submitted.

Arthur Anderson
Auditor.

FINAL ORDER

ORDERED BY THE COURT, this 19th day of February, 1964, that the foregoing Report and Account of the Auditor be and the same is hereby finally ratified and confirmed, no cause to the contrary having been shown, and that the Trustee apply the proceeds accordingly with a due proportion of interest as the same has been or may be received.

Louis N. Phipps
Clerk
Per: *A. Jankowski*, deputy

FILED

1964 FEB 19 10:35

Dr. Mortgaged Real Estate of Willis Colebank and
Myrtle Colebank, his wife

BOOK 151 PAGE 474

In Acct. with Walter S. Calwell, Attorney named in Mortgage

Cr.

By	Amount of Sale, as per Attorney's Report of Sale for			5,900	00		
By	Interest, 6%, on deferred payment \$5,400.00 from 12/3/63 to 1/16/64			44	25		
By	Adjustment, taxes, 12/3/63 to 12/31/63			12	05		
						5,956	30
To	Attorney, for fee, viz:	86	00				
To	Attorney, for commission, viz:	207	00				
				293	00		
To	Attorney, for Court Costs, viz:						
	Plaintiff's solicitor appearance fee	10	00				
	Clerk, court costs	28	00				
	Auditor, this account	22	50				
				60	50		
To	Attorney, for expenses, viz:						
	Capital-Gazette Press, Inc., Adv. & Nisi - Sale	95	52				
	New Amsterdam Casualty Co. - bond	26	80				
	E.T. Newell & Co., Inc., Auctioneer's fee	25	00				
	Notary fees	1	25				
	Adjustment, ground rent, 8/9/63 to 12/3/63	28	50				
				177	07		
To	Baltimore Federal Savings & Loan Association, Mortgagee, on account of claim filed	5,425	73				
				5,425	73		
						5,956	30
	Balance due on Mortgage, as per claim filed	6,655	25				
	Interest, 6%, on principal balance \$6,542.23, from 10/23/63 to 2/15/64	122	11				
		6,777	36				
	Credit amount allowed above	5,425	73				
	This amount subject to decree in personam	1,351	63				

BOOK 151 PAGE 475

WALTER S. CALWELL, : IN THE CIRCUIT COURT
Attorney Named in Mortgage :
VS. : FOR
ORVILLE RAY BUTTS AND : ANNE ARUNDEL COUNTY
JOYCE E. BUTTS, HIS WIFE : (In Equity)

No. 14,320 Equity

Mr. Clerk:

Please docket the above entitled case and file among the papers
the following instrument marked "Plaintiff's Exhibit 'A'" -

1. Original Mortgage from said Orville Ray Butts
and Joyce E. Butts, his wife to Baltimore
Federal Savings and Loan Association, dated
January 28th, 1955 and recorded among the
Land Records of Anne Arundel County in Liber
J.H.H. No. 901 folio 215.

Walter S. Calwell

Walter S. Calwell,
Attorney Named in Mortgage

FILED

1961 APR -8 AM 10:24

LIBER 901 PAGE 215
BOOK 151 PAGE 476
MORTGAGE

MARYLAND

No. 14,320 Equity

THIS MORTGAGE, made this 28th day of January, A. D. 1955, by
and between ORVILLE RAY BUTTS and JOYCE E. BUTTS, his wife

of Anne Arundel County, in the State of Maryland, hereinafter
called the Mortgagor, and BALTIMORE FEDERAL SAVINGS AND LOAN ASSOCIATION

a corporation organized and existing under the laws of the United States of America
hereinafter called the Mortgagee.

WHEREAS, the Mortgagor, *being a member of the Mortgagee*,* is justly indebted to the Mortgagee for a loan contemporaneous herewith, evidenced by a promissory note of even date herewith, in the principal sum of NINE THOUSAND FIVE HUNDRED TWENTY-FIVE AND 00/100ths Dollars (\$ 9525.00), being part of the purchase money for the property hereinafter described, with interest from date at the rate of Four and one-half per centum ($4\frac{1}{2}\%$) per annum until paid, principal and interest being payable at the office of BALTIMORE FEDERAL SAVINGS AND LOAN ASSOCIATION, in Baltimore Maryland, or at such other place as the holder hereof may designate in writing delivered or mailed to the Mortgagor, in monthly installments of Forty-eight 27/100ths Dollars (\$ 48.27), commencing on the first day of February, 19 55, and continuing on the first day of each month thereafter until the principal and interest are fully paid, except that the final payment of principal and interest, if not sooner paid, shall be due and payable on the first day of January, 19 85. Privilege is reserved to prepay at any time, without premium or fee, the entire indebtedness or any part thereof not less than the amount of one installment, or one hundred dollars (\$100), whichever is less.

AND WHEREAS, this Mortgage shall also secure future advances so far as legally permissible at the date hereof.

AND WHEREAS, it was a condition precedent to the making of the aforesaid loan that the repayment thereof, with interest, should be secured by the execution of these presents.

Now, THEREFORE, THIS MORTGAGE WITNESSETH, That in consideration of the premises and the sum of One Dollar (\$1) this day paid, the receipt whereof is hereby acknowledged, the Mortgagor does hereby grant, convey, and assign unto the Mortgagee, its successors and assigns, all the following described property in Anne Arundel County, in the State of Maryland, to wit:

BEING known and designated as Lot No. 45 as shown on the Plat entitled "Plat 1 Section A, a portion of Somerset", which Plat was dated September 7, 1954 and recorded among the Plat Records of Anne Arundel County in Plat Book 25, folio 31.

BEING the same lot of ground which by an Assignment dated of even date herewith and recorded or intended to be recorded among the Land Records of Anne Arundel County immediately prior hereto was granted and assigned by The Bedford Holding Company to the within named Mortgagor.

FILED

TOGETHER with all buildings and improvements now and hereafter on said land, and the rights and appurtenances thereunto belonging or in anywise appertaining, and the rents, issues, and profits of the above described property, (provided, however, that the Mortgagor shall be entitled to collect and retain the said rents, issues, and profits until default hereunder); and all fixtures now or hereafter attached to or used in connection with the premises herein described and in addition thereto the following described household appliances, which are, and shall be deemed to be, fixtures and a part of the realty, and are a portion of the security for the indebtedness herein mentioned:

Frigidaire Electric Stove
" Refrigerator
" Washing Machine

To HAVE AND TO HOLD the above described property and improvements unto the said Mortgagee, its successors and assigns, for all the residue of the term of years yet to come and unexpired therein, with the benefit of renewal forever; subject to the payment of the annual rent of One hundred eight and 00/100ths (\$108.00) Dollars payable half-yearly on the 28th days of January and July in each and every year.

PROVIDED, That this conveyance shall be null and void upon the performance of all conditions and stipulations mentioned herein and upon the full payment of the principal debt secured hereby, and the interest thereon, and all moneys advanced or expended, and all other proper costs, charges, commissions and expenses as herein provided. When this mortgage shall have been fully paid off in accordance with its terms and tenor, it will be duly released by the Mortgagee at the request and expense of the Mortgagor, but in the event of default in the payment of any installment of principal or interest as above provided (it being agreed that the default shall exist only if not made good prior to the due date of the next such installment), or if there be a default in any of the conditions, stipulations or covenants of this mortgage, then the Mortgagee may exercise the option of treating the remainder of the mortgage debt hereby secured due and payable. Failure to exercise this option shall not constitute a waiver of the right to exercise it in the event of any subsequent default.

The Mortgagor, in order more fully to protect the security of this mortgage, covenants and agrees as follows:

1. Together with, and in addition to, the monthly payments of principal and interest payable under the terms of the mortgage note hereby secured, the Mortgagor will pay to the Mortgagee, on the first day of each month until the said note is fully paid the following sums:

- (a) A sum equal to the ground rents, if any, next due, plus the premiums that will next become due and payable on policies of fire and other hazard insurance covering the mortgaged property, plus taxes and assessments next due on the mortgaged property (all as estimated by the Mortgagee, and of which the Mortgagor is notified) less all sums already paid therefor divided by the number of months to elapse before one month prior to the date when such ground rents, premiums, taxes and assessments will become delinquent, such sums to be held by Mortgagee in trust to pay said ground rents, premiums, taxes and special assessments.
- (b) The aggregate of the amounts payable pursuant to subparagraph (a) and those payable on the note secured hereby, shall be paid in a single payment each month, to be applied to the following items in the order stated:
 - (I) ground rents, if any, taxes, special assessments, fire and other hazard-insurance premiums;
 - (II) interest on the indebtedness secured hereby; and
 - (III) amortization of the principal of said indebtedness.

Any deficiency in the amount of such aggregate monthly payment shall, unless made good by the Mortgagor prior to the due date of the next such payment, constitute an event of default under this Mortgage. At Mortgagee's option, Mortgagor will pay a "late charge" not exceeding four per centum (4%) of any installment when paid more than fifteen (15) days after the due date thereof to cover the extra expense involved in handling delinquent payments, but such "late charge" shall not be payable out of the proceeds of any sale made to satisfy the indebtedness secured hereby, unless such proceeds are sufficient to discharge the entire indebtedness and all proper costs and expenses secured thereby.

2. If the total of the payments made by the Mortgagor under (a) of paragraph 1 preceding shall exceed the amount of the payments actually made by the Mortgagee for ground rents, taxes, assessments, or insurance premiums, as the case may be, such excess shall be credited on subsequent payments to be made by the Mortgagor for such items. If, however, such monthly payments shall not be sufficient to pay such items when the same shall become due and payable, then the Mortgagor shall pay to the Mortgagee any amount necessary to make up the deficiency. Such payments shall be made within thirty (30) days after written notice from the Mortgagee stating the amount of the deficiency, which notice may be given by mail. If at any time the Mortgagor shall tender to the Mortgagee, in accordance with the provisions of the note secured hereby, full payment for the entire indebtedness, the Mortgagee shall, in computing the amount of such indebtedness, credit to the account of the Mortgagor any credit balance remaining under the provisions of (a) of paragraph 1 hereof. If there shall be a default under any of the provisions of this mortgage resulting in a public sale of the premises covered hereby, or if the Mortgagee acquires the property otherwise after default, the Mortgagee shall apply, at the time of the commencement of such proceedings, or at the time the property is otherwise acquired, the amount then remaining to credit of Mortgagor under (a) of paragraph 1 preceding, as a credit on the interest accrued and unpaid and the balance to the principal then remaining unpaid on the mortgage debt.

3. The lien of this instrument shall remain in full force and effect during any postponement or extension of the time of payment of the indebtedness or any part thereof secured hereby.

4. He will pay all taxes, assessments, water rates and other governmental or municipal charges, fines or impositions, and ground rents for which provision has not been made hereinbefore, and will promptly deliver the official receipts therefor to the Mortgagee. In default of such payment by the Mortgagor, the Mortgagee may pay the same, and any sum or sums so paid by the Mortgagee shall be added to the mortgage debt hereby secured, shall be payable thirty (30) days after demand, shall bear interest at the rate provided for in the principal indebtedness from date of payment and shall be secured by this mortgage.

5. Upon the request of the Mortgagee the Mortgagor shall execute and deliver a supplemental note or notes for the sum or sums advanced by the Mortgagee for the alteration, modernization, improvement, maintenance, or repair of said premises, for taxes or assessments against the same and for any other purpose authorized hereunder. Said note or notes shall be secured hereby on a parity with and as fully as if the advance evidenced thereby were included in the note first described above. Said supplemental note or notes shall bear interest at the rate provided for in the principal indebtedness and shall be payable in approximately equal monthly payments for such period as may be agreed upon by the creditor and debtor. Failing to agree on the maturity, the sum or sums so advanced shall be due and payable 30 days after demand by the creditor. In no event shall the maturity extend beyond the ultimate maturity of the note first described above.

6. He will keep the said premises in as good order and condition as they are now and will not commit or permit any waste thereof, reasonable wear and tear excepted.

7. He will continuously maintain hazard insurance, of such type or types and amounts as the Mortgagee may from time to time require, on the improvements now or hereafter on said premises, and except when payment for all such premiums has theretofore been made under (a) of paragraph 1 hereof, will pay promptly when due any premiums therefor. All insurance shall be carried in companies approved by the Mortgagee and the policies and renewals thereof shall be held by the Mortgagee and have attached thereto loss payable clauses in favor of and in form acceptable to the Mortgagee. In event of loss Mortgagor will give immediate notice by mail to the Mortgagee, who may make proof of loss if not made promptly by Mortgagor, and each insurance company concerned is hereby authorized and directed to make payment for such loss directly to the Mortgagee instead of to the Mortgagor and Mortgagee jointly, and the insurance proceeds, or any part thereof, may be applied by the Mortgagee at its option either to the reduction of the indebtedness hereby secured or to the restoration or repair of the property damaged. In event of foreclosure of this mortgage, or other transfer of title to the mortgaged property in extinguishment of the indebtedness secured hereby, all right, title and interest of the Mortgagor in and to any insurance policies then in force shall pass to the purchaser or grantee.

8. Upon a default in any of the covenants or conditions of this mortgage, the Mortgagee shall be entitled, without notice to the Mortgagor, to the immediate appointment of a receiver of the property covered hereby, without regard to the adequacy or inadequacy of the property as security for the mortgage debt. Until there is a default under this mortgage the Mortgagor shall have the right to possession of the said property.

9. He specially warrants the property herein mortgaged, and he will execute such further assurances thereof as may be required.

If there is a default in any of the terms, conditions, or covenants of this mortgage, then the whole of the mortgage debt remaining unpaid, together with accrued interest thereon, shall, at the option of the Mortgagee, be deemed due and payable forthwith. AND the Mortgagor consents that a decree may be passed for the sale of said property (the sale to take place after a default under this mortgage shall have continued for thirty days) and the said Mortgagor hereby authorizes and directs the said Mortgagee, its successors or assigns, or Walter S. Calwell or Joseph J. Callahan, its duly authorized attorney, after default shall have been made as aforesaid, in any of the conditions of this mortgage, to sell the hereby mortgaged premises, and any such sale whether under the above assent to a decree or under the above power of sale, shall be under the provisions of Article LXVI of the Public General Laws of Maryland, or under any other general or local law of the State of Maryland, relating thereto, or any supplement, amendment, or

addition thereto. Upon any sale of said property under this mortgage, whether under the above assent to a decree or under the above power of sale, the proceeds of sale shall be applied as follows, to wit: first, to the payment of all expenses incident to said sale, including a counsel fee of ~~fifty~~ ^{fifty} Dollars for conducting the proceedings; and also a commission to the party making said sale equal to the commission allowed trustees for making sales of property under decree of a court of equity in Maryland; second, to the payment of all claims of the Mortgagee; its successors or assigns hereunder, whether or not the same shall have then matured; third, to the reimbursement of the Veterans Administration for any sums paid by it on account of the guaranty or insurance of the indebtedness secured hereby; and fourth, the balance, if any, to the said Mortgagors, their heirs, or personal representatives or assigns.

If the indebtedness secured hereby be guaranteed or insured under the Servicemen's Readjustment Act, as amended, such Act and Regulations issued thereunder and in effect on the date hereof shall govern the rights, duties, and liabilities of the parties hereto, and any provisions of this or other instruments executed in connection with said indebtedness which are inconsistent with said Act or Regulations are hereby amended to conform thereto.

The covenants herein contained shall bind, and the benefits and advantages shall inure to, the respective heirs, executors, administrators, successors and assigns of the parties hereto. Whenever used, the singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders, and the term "Mortgagee" shall include any payee of the indebtedness hereby secured or any transferee thereof whether by operation of law or otherwise.

WITNESS the signature(s) and seal(s) of the Mortgagor(s) on the day and year first above written.

Witness:

Maurice J. Mackey Jr.

Orville Ray Butts [SEAL]
Orville Ray Butts

Joyce E. Butts [SEAL]
Joyce E. Butts

STATE OF MARYLAND, City of Baltimore

to wit:

LIBER 901 PAGE 219

I HEREBY CERTIFY, That on this 28th day of January, 19 55, before me, the subscriber, a Notary Public of the State of Maryland, in and for the City aforesaid, personally appeared Orville Ray Butts and Joyce E. Butts, his wife the above named Mortgagors, and they acknowledged the foregoing mortgage to be their act.

At the same time also personally appeared Walter S. Calwell the Agent of the within body corporate, Mortgagee, and made oath in due form of law that the consideration of said mortgage is true and bona fide as therein set forth; and also made oath that he is the agent of the Mortgagee and is duly authorized to make this affidavit.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal the day and year aforesaid.

Application No. _____
Written by *pet*
Approved by *M. J. M.*
Ready for Record

Recorded-5th-Feb.-1955-at-9-A.M.

Maurice J. Mackey Jr.
Notary Public

IN THE CIRCUIT COURT
FOR
ANNE ARUNDEL COUNTY
(In Equity)

WALTER S. CALWELL,
Attorney Named in Mortgage

VS.

ORVILLE RAY BUTTS AND
JOYCE E. BUTTS, HIS WIFE

PLAINTIFF'S EXHIBIT "A"

MILITARY AFFIDAVIT

No. 14320 Equity

Docket

folio

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY, That on this 7th day of April, 1961 before me, the subscriber, a Notary Public of the State of Maryland, in and for the City aforesaid, personally appeared **Walter S. Calwell**

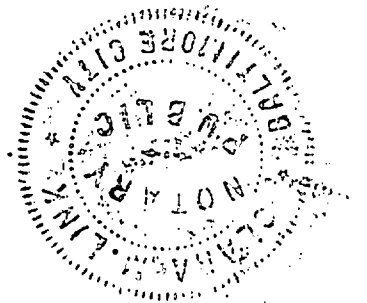
and made oath in due form of Law that the Defendant **s Orville Ray Butts and Joyce E. Butts, his wife**

against whom foreclosure proceedings were instituted **are** not in the Military Service of the United States or of any Nation with which the United States is allied in the present war, that **the y** ha ve not been ordered to report for induction under the Selective Training and Service Act of 1940, that **the y are** not members of the Enlisted Reserve Corps, and ha ve not been ordered to report for service therein,

and that the Affiant's source of information was the family of the Defendant

Walter S. Calwell
Walter S. Calwell

Clara M. Link
Clara M. Link - Notary Public



FILED
1961 APR -8 AM 10:24

WALTER S. CALWELL,

Attorney Named in Mortgage

IN THE

BOOK 151 PAGE 481

CIRCUIT COURT FOR ANNE ARUNDEL COUNTY

VS..

IN EQUITY

ORVILLE RAY BUTTS AND

JOYCE E. BUTTS, HIS WIFE

No. 14,320 Equity

STATEMENT OF MORTGAGE DEBT

Statement of the Mortgage Claim of Baltimore Federal Savings and Loan Association

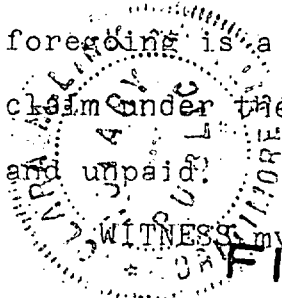
under the mortgage from Orville Ray Butts and Joyce E. Butts, his wife
to Baltimore Federal Savings and Loan Association

dated the 28th day of January 1955, and recorded among
the Land Records of Anne Arundel County in Liber J.H.H. No. 901
Folio 215 .

Amount of Mortgage	\$9525.00
Less - amount paid on principal	<u>953.87</u>
	8571.13
Plus - interest to 4/27/61	<u>253.87</u>
	8825.00
Less - balance in expense account	<u>75.70</u>
	8749.30

STATE OF MARYLAND, CITY OF BALTIMORE, Sect.

I HEREBY CERTIFY, that on this 7th day of April in the
year nineteen hundred and sixty-one before me, the subscriber,
a Notary Public of the State of Maryland, in and for the City of
Baltimore, personally appeared Eugene K. Reilly, Vice President of
Baltimore Federal Savings and Loan Association holder of
the Mortgage in the above entitled cause, and made oath that the
foregoing is a just and true statement of the amount of the mortgage
claim under the mortgage filed in the said cause now remaining due
and unpaid.



1961 APR -8 AM 10:24

Clara M. Link
Clara M. Link Notary Public

BOOK 151 PAGE 482

227 ST. PAUL STREET
BALTIMORE, MDLIBER 11 PAGE 1
60 JOHN STREET
NEW YORK, N. Y.

BOND NO. 338528

No. 14320 Equity

Know All Men by These Presents:

That we Walter S. Calwell, Baltimore Federal Building, Baltimore 2, Maryland as Principal and **NEW AMSTERDAM CASUALTY COMPANY**, a corporation, organized and existing under and by virtue of the laws of the State of New York, and authorized to do a surety business in the State of Maryland, as Surety, are held and firmly bound unto the State of Maryland in the full and just sum of EIGHT THOUSAND EIGHT HUNDRED AND NO/100 (\$8,800.00) - - - - - Dollars, to be paid to the said State, or its certain Attorney, to which payment, well and truly to be made and done, we bind ourselves, and each of us, our, and each of our Heirs, Executors and Administrators, jointly and severally, firmly by these presents.

Sealed with our seals, and dated this 19th day of May in the year nineteen hundred and sixty-one

Whereas, the above bounden Walter S. Calwell

by virtue of the power contained in a Mortgage from Orville Ray Butts & Joyce E. Butts, his wife to the Baltimore Federal Savings & Loan Association bearing date the 28th day of January nineteen hundred and fifty-five and recorded among the Land Records of Anne Arundel County, in Liber J.H.H. No. 901, Folio 215, and

Lot #45, Somerset is about to sell the land and premises described in said Mortgage/default having been made in the payment of the money as specified, and in the conditions and covenants therein contained.

Now the Conditions of this Obligation are Such, That if the above bounden Walter S. Calwell

es do and shall well and truly and faithfully perform the trust reposed in him under the Mortgage aforesaid, and shall abide by and fulfill any order or decree which shall be made by any Court of Equity in relation to the sale of said mortgaged property, or the proceeds thereof, then the above obligation to be void, otherwise to be and remain in full force and virtue in law.

Signed, Sealed and Delivered
in the presence of

Clara W. Spink

~~XXXX~~ WITNESS:

S. Alvey
S. Alvey

Walter S. Calwell (Seal)
Walter S. Calwell

NEW AMSTERDAM CASUALTY COMPANY

By R. H. Nichols Attorney-in-Fact

Bond approved this 23 day of May 1961
George T. Cromwell Clerk

FILED

1961 MAY 23 AM 10:42

CALLAHAN AND CALWELL
Solicitors
Baltimore Federal Building
Baltimore 2, Md.

**Attorney's
Sale
OF VALUABLE
LEASEHOLD
PROPERTY**

Under and by virtue of the power and authority contained in a Mortgage from Orville Ray Butts and Joyce E. Butts, his wife to Baltimore Federal Savings and Loan Association, dated January 28th, 1955 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 901 folio 215 (default having occurred thereunder) the undersigned, Attorney, will sell at Public Auction on the premises on

**WEDNESDAY,
MAY 24th, 1961
at 3:20 P.M. (E.D.T.)**

all that leasehold lot of ground situate and lying in the Third Election District of Anne Arundel County, in the Development of Somerset, near Glen Burnie, and described as follows:—

Being known and designated as Lot 45 as shown on the Plat entitled "Plat 1 Section 'A' a Portion of Somerset" which Plat is dated Sept. 7, 1954 and recorded among the Land Records of Anne Arundel County in Plat Book 25 folio 31, situate on the northerly side of Buckingham Road, 3rd house east of Londonderry Road, having a frontage of 75 feet with an even depth of 134 feet.

Together with the buildings thereupon, and all rights, alleys, ways, waters, privileges, appurtenances and advantages, thereunto belonging, or in any-wise appertaining.

Subject to an annual ground rent of \$108.00 and to any restrictive covenants, and—or Utility Agreements, of record, affecting the property.

The improvements consist of a one story detached, one family dwelling containing 5 rooms (3 bedrooms) 1 bath, forced warm air gas fired heat.

TERMS OF SALE:—A cash deposit of \$500.00 will be required of the purchaser at the time and place of sale, balance of purchase price upon final ratification of sale by the Circuit Court for Anne Arundel County and to bear interest from date of sale to settlement. Taxes and all other expenses, including Sanitary District charges, if any and all other assessments and public charges to be adjusted to date of sale.

WALTER S. CALWELL
Attorney Named in Mortgage
E. T. NEWELL & CO., INC.
Auctioneer

M-18

OFFICE OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

CERTIFICATE OF PUBLICATION

Annapolis, Md., May 30, 1961

We hereby certify, that the annexed

Attorney's Sale

Orville Ray Butts
No. 14320

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4

successive weeks before the 24th

day of May, 1961. The first

insertion being made the 27th day of

April, 1961.

THE CAPITAL-GAZETTE PRESS, INC.

By H. Gilghman

PM 3:30

WALTER S. CALWELL, : IN THE CIRCUIT COURT
 Attorney Named in Mortgage :
 VS. : FOR
 : ANNE ARUNDEL COUNTY
 ORVILLE RAY BUTTS AND :
 JOYCE E. BUTTS, HIS WIFE : (In Equity)

Equity No. 14,320

TO THE HONORABLE THE JUDGE OF SAID COURT -

The Petition of Walter S. Calwell, Attorney Named in the Mortgage, respectfully represents unto your Honor:-

That your Petitioner, as Attorney Named in the Mortgage, in this cause mentioned, did proceed to advertise the property in said Mortgage described, for sale at public auction on May 24th, 1961.

That your Petitioner, prior to the day of sale, did file with this Honorable Court an approved Bond, in the amount of \$8800.00, with the New Amsterdam Casualty Company, as surety.

That said sale was called off after the last publication of the advertisement of sale, and prior to the date thereof, and your Petitioner therefore, at this time, does not desire to proceed with the sale and since no funds have come into his hands he prays that the aforementioned Bond be released and discharged by an Order of this Court, until that time when he is ready to proceed with the sale of said property, and to relieve the surety of the responsibility for or on account of said Bond until such time as said sale shall take place.

AND AS IN DUTY BOUND ETC.

Walter S. Calwell
 Walter S. Calwell,
 Attorney Named in Mortgage

FILED

1961 JUN -5 AM 9:42

9

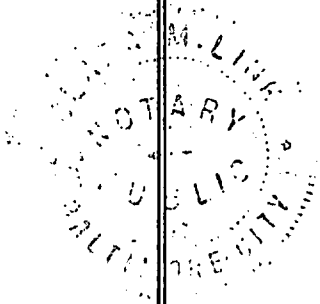
BOOK 151 PAGE 485

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY, That on this 2nd day of June, 1961, before me, the subscriber, a Notary Public, of the State of Maryland, in and for the City aforesaid, personally appeared Walter S. Calwell, Attorney Named in the Mortgage, and made oath in due form of Law that the matters and facts above set forth are true to the best of his knowledge and belief.


WITNESS my hand and Notarial seal.

Clara M. Link
Clara M. Link, Notary Public



5th UPON the foregoing Petition and Affidavit, it is this
day of June, 1961 by the Circuit Court for Anne Arundel County

ORDERED that the Bond filed in this cause by Walter S. Calwell, Attorney Named in the Mortgage, be and it is hereby released and discharged until such time as he shall proceed with the sale of said premises, and further that the surety of said Bond, the New Amsterdam Casualty Company, be and it is hereby relieved from the responsibility for or on account of said Bond until such time as the sale shall have been made.



Judge

FILED

1961 JUN -5 PM 3:12

BOOK 151 PAGE 487

WALTER S. CALWELL,
Attorney Named in Mortgage

VS.

ORVILLE RAY BUTTS AND
JOYCE E. BUTTS, HIS WIFE

IN THE CIRCUIT COURT
FOR
ANNE ARUNDEL COUNTY
In Equity - No. 14,320

AMENDED
STATEMENT OF MORTGAGE DEBT

Statement of the Mortgage Claim of Baltimore Federal Savings and
Loan Association
under the Mortgage from Orville Ray Butts and Joyce E. Butts, his wife

to Baltimore Federal Savings and Loan Association
dated the 28th day of January 1955, and recorded among the
Land Records of Anne Arundel County in Liber J.H.H. No 901
Folio 215

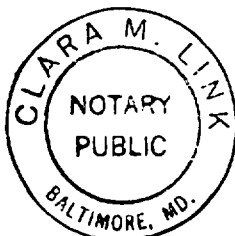
Amount of Mortgage	\$9525.00
Less - amount paid on principal	<u>1529.24</u>
	7995.76
Plus - interest to 10/23/63	<u>202.88</u>
	8198.64
Plus - overdraft in expense account	<u>2.73</u>
	8201.37

7995.76
202.88
8198.64

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY, That on this 2nd day of December
19 63 before me, the subscriber, a Notary Public, of the State of
Maryland, in and for the City aforesaid, personally appeared
Eugene K. Reilly Vice President of Baltimore Federal Savings
and Loan Association, holder of the Mortgage in the above entitled cause, and
and made oath that the foregoing is a just and true statement of the
amount of the Mortgage Claim under the Mortgage filed in the said cause
now remaining due and unpaid.

WITNESS my hand and Notarial seal.



Clara M. Link
Clara M. Link, Notary Public

FILED

1963 DEC -3 AM 10:31

CALLAHAN AND CALWELL
Solicitors
Baltimore Federal Building
Baltimore 2, Md.

Attorney's Sale

Of Valuable Leasehold Property

Under and by virtue of the power and authority contained in a Mortgage from Orville Ray Butts and Joyce E. Butts, his wife to Baltimore Federal Savings and Loan Association, dated January 28th, 1955 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 901 folio 215 (default having occurred thereunder) the undersigned, Attorney, will sell at Public Auction on the premises on

**Tues., Dec. 3, 1963
at three P.M.**

all that leasehold lot of ground situate and lying in the Third Election District of Anne Arundel County, in the Development of Somerset, near Glen Burnie, and described as follows:

Being known and designated as Lot No. 45 as shown on the Plat entitled "Plat 1 Section 'A' a Portion of Somerset" which Plat is dated Sept. 7, 1954 and recorded among the Land Records of Anne Arundel County in Plat Book 25 folio 31, situate on the northerly side of Buckingham Road, 3rd house east of Londonderry Road, having a frontage of 75 feet with an even depth of 134 feet.

13 No. Together with the buildings thereupon; and all rights, alleys, ways, waters, privileges, appurtenances and advantages, thereunto belonging, or in anywise appertaining

Subject to an annual ground rent of \$108.00 and to any restrictive covenants, and/or Utility Agreements, of record, affecting the property.

The improvements consist of a one story detached, one family dwelling containing 5 rooms (3 bedrooms) 1 bath, forced warm air gas fired heat.

TERMS OF SALE: A cash deposit of \$500.00 will be required of the purchaser at the time and place of sale, balance of purchase price upon final ratification of sale by the Circuit Court for Anne Arundel County and to bear interest from date of sale to settlement. Taxes and all other expenses, including Sanitary District charges, if any and all other assessments and public charges to be adjusted to date of sale. Cost of all Documentary stamps, and County transfer tax, if any, shall be borne by the purchaser.

WALTER S. CALWELL,
Attorney Named in Mortgage
E. T. NEWELL AND CO., INC.
Auctioneer N-25

OFFICE OF

14,320

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

BOOK 151
PAGE 488

CERTIFICATE OF PUBLICATION

Annapolis, Md., November 26, 1963

We hereby certify, that the annexed

Attorney's Sale

Orville Ray Butts

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4

successive weeks before the 3rd

day of December, 1963. The first

insertion being made the 2th day of

November, 1963.

FILED
THE CAPITAL-GAZETTE PRESS, INC.

NOV 27 AM 10:19

By H. Tilghman

BOOK 151 PAGE 489

WALTER S. CALWELL,	:	IN THE CIRCUIT COURT
Attorney Named in Mortgage	:	
VS.	:	FOR
	:	
ORVILLE RAY BUTTS AND	:	ANNE ARUNDEL COUNTY
JOYCE E. BUTTS, HIS WIFE	:	Equity No. 14320

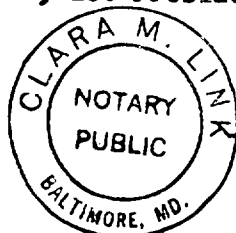
STATE OF MARYLAND, CITY OF BALTIMORE, Sct:

I HEREBY CERTIFY, That on this 3rd day of
December, 1963, before me, the subscriber, a Notary
Public of the State of Maryland, in and for said City
, personally appeared Charles E. Williams, Vice
President of Baltimore Federal Savings and Loan Association
purchaser at the foreclosure sale in this cause, and
made oath in due form of law that it is/are the
purchaser and purchased same as principal and not as
agent for anyone, and that it has/have not directly or
indirectly discouraged anyone from bidding for the said
property
mentioned in the said Report of Sale.

BALTIMORE FEDERAL S. & L. ASS'N.

by Charles E. Williams
Purchaser
Charles E. Williams, Vice President

FILED
1963 DEC -5 PM 12:41



Clara M. Link
Notary Public

CALLAHAN AND CALWELL
Solicitors
Baltimore Federal Building
Baltimore 2, Md.

**Attorney's
Sale
Of Valuable Leasehold
Property**

Under and by virtue of the power and authority contained in a Mortgage from Orville Ray Butts and Joyce E. Butts, his wife to Baltimore Federal Savings and Loan Association, dated January 28th, 1955 and, recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 901 folio 215 (default having occurred thereunder) the undersigned, Attorney, will sell at Public Auction on the premises on

**Tues., Dec. 3, 1963
at three P.M.**

all that leasehold lot of ground situate and lying in the Third Election District of Anne Arundel County, in the Development of Somerset, near Glen Burnie, and described as follows:

Being known and designated as Lot No. 45 as shown on the Plat entitled "Plat 1 Section A, a Portion of Somerset" which Plat is dated Sept. 7, 1954 and recorded among the Land Records of Anne Arundel County in Plat Book 25 folio 31, situate on the northerly side of Buckingham Road, 3rd house east of Londonderry Road, having a frontage of 75 feet with an even depth of 134 feet.

Together with the buildings thereupon, and all rights, alleys, ways, waters, privileges, appurtenances and advantages, thereunto belonging, or in anywise appertaining

Subject to an annual ground rent of \$108.00 and to any restrictive covenants, and/or Utility Agreements, of record, affecting the property

The improvements consist of a one story detached, one family dwelling containing 5 rooms (3 bedrooms) 1 bath, forced warm air gas fired heat.

TERMS OF SALE: A cash deposit of \$500.00 will be required of the purchaser at the time and place of sale, balance of purchase price upon final ratification of sale by the Circuit Court for Anne Arundel County and to bear interest from date of sale to settlement. Taxes and all other expenses, including Sanitary District charges, if any and all other assessments and public charges to be adjusted to date of sale. Cost of all Documentary stamps, and County transfer tax, if any, shall be borne by the purchaser.

WALTER S. CALWELL
Attorney Named in Mortgage
E. T. NEWELL AND CO., INC.
Auctioneer N-25

BOOK 151 PAGE 490

WALTER S. CALWELL,
Attorney Named in Mortgage
VS.

**ORVILLE RAY BUTTS AND
JOYCE E. BUTTS, HIS WIFE**

: IN THE CIRCUIT COURT
:
: FOR
: ANNE ARUNDEL COUNTY
:
: (In Equity)
: No. 14320
:

REPORT OF SALE

TO THE HONORABLE THE JUDGE OF SAID COURT:-

The Report of Sale of Walter S. Calwell, Attorney Named in Mortgage, dated January 28th, 1955 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 901 folio 215 from said Orville Ray Butts and Joyce E. Butts, his wife

to the Baltimore Federal Savings and Loan Association, which Mortgage is filed in said cause pending, respectfully shows -

That after giving Bond, with security for the faithful discharge of his trust, which was duly filed and approved, and having given notice of the time, place, manner and terms of sale by advertisement inserted in "The Maryland-Gazette" a newspaper published in Anne Arundel County

for more than three successive weeks preceding the day of sale, Walter S. Calwell, Attorney, under and by virtue of the power and authority contained in said Mortgage (after default having occurred thereunder) did, pursuant to said notice, on the 3rd day of December, 1963 at three P.M., attend on the premises and then and there sold the leasehold property situate, lying and being in Anne Arundel County

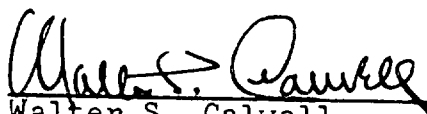
being known and designated as Lot No. 45 as shown on the Plat entitled "Plat 1 Section A, a Portion of Somerset", which Plat is duly recorded among the Land Records of Anne Arundel County in Plat Book 25 folio 31; more particularly and at length described in the aforementioned Mortgage, and in the attached advertisement of sale.

FILED

1963 DEC -5 PM 12:41

BY TERMS OF SALE, a cash deposit of Five Hundred (\$500.00) Dollars was required of the purchaser at the time and place of sale and taxes and other expenses, including Metropolitan Sanitary and District liens, if any, be adjusted to day of sale.

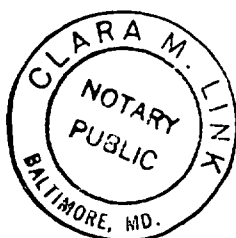
The property was sold to Baltimore Federal Savings and Loan Association at and for the sum of Seventy-six Hundred fifty (\$7650.00) Dollars, subject to the payment of an annual ground rent of \$108.00, said purchaser being then and there the highest bidder.

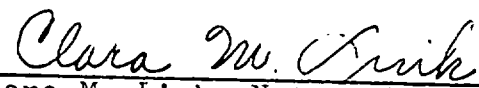

Walter S. Calwell,
Attorney Named in Mortgage

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY, That on this 4th day of December, 1963 before me, the subscriber, a Notary Public of the State of Maryland, in and for the City of Baltimore aforesaid, personally appeared Walter S. Calwell, **Attorney Named in the Mortgage** and made oath in due form of Law that the facts stated in the foregoing Report of Sale are true, as therein set forth, and that the sale thereby reported was fairly made.

WITNESS my hand and Notarial seal.




Clara M. Link, Notary Public

ORDER NISI

WALTER S. CALWELL, Attorney

Named in Mortgage

versus

ORVILLE RAY BUTTS AND

JOYCE E. BUTTS, HIS WIFE

BOOK 151 PAGE 492
IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 14,320 Equity

Ordered, this 5th day of December, 1963, That the sale of the property in these proceedings mentioned made and reported by Walter S. Calwell, Attorney Named in Mortgage

BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 13th day of January next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 13th day of January next.

The report states that the amount of sale was \$ 7,650.00

Louis N. Phipps

Clerk.

True Copy,

Walter S. Calwell, Atty.
(Final Order)

TEST: Clerk.

For the Maryland-Gazette (Dec. 12, 1963)

WALTER S. CALWELL, Attorney

Named in Mortgage

versus

ORVILLE RAY BUTTS AND

JOYCE E. BUTTS, HIS WIFE

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

Term, 19

ORDERED BY THE COURT, This 15th day of January, 1964 that the sale made and reported by the Attorney aforesaid, be and the same is hereby finally Ratified and Confirmed no cause to the contrary having been shown, although due notice appears to have been given as required by the Order Nisi, passed in said cause; and the Attorney allowed the usual commissions and such proper expenses as he shall produce vouchers for the Auditor.

George Sachse
JUDGE.

FILED

1964 JAN 15 AM 10:39

BOOK 151 PAGE 493

WALTER S. CALWELL, : IN THE CIRCUIT COURT
Attorney Named in Mortgage :
vs. : FOR
: ANNE ARUNDEL COUNTY
ORVILLE RAY BUTTS AND :
JOYCE E. BUTTS, HIS WIFE : In Equity - No. 14320

PETITION TO SUBSTITUTE A PURCHASER

TO THE HONORABLE THE JUDGE OF SAID COURT:

The Petition of Walter S. Calwell, Attorney Named
in the Mortgage, respectfully represents unto your Honor:

That your Petitioner, by his Report of Sale filed
in these proceedings ~~monetary~~ ~~day of~~ ~~186~~
sold certain leasehold property situated in Anne Arundel
lot
County, known as No. 45 on "Plat 1 Section A, a Portion of Somerset" and
described in these proceedings to Baltimore Federal Savings
and Loan Association.

That the said purchaser has requested your Petitioner to substitute as purchaser in its place and stead, J. S. Gleason, Jr., as Administrator of Veterans' Affairs, who has requested to be so substituted.

WHEREFORE YOUR PETITIONER PRAYS that this Honorable Court pass an Order substituting J. S. Gleason, Jr., Administrator of Veterans' Affairs, as purchaser in the place and stead of Baltimore Federal Savings and Loan Association.



Walter S. Calwell,
Attorney Named in Mortgage

ASSENT


We Hereby assent to the relief prayed in the foregoing Petition.



Walter S. Calwell,
Attorney Named in Mortgage

BALTIMORE FEDERAL SAVINGS
AND LOAN ASSOCIATION

BY


Charles E. Williams,

Vice President

4630
139.30
120
169.30

FILED

1963 DEC -5 PM 12:41

BOOK 151 PAGE 495

ORDER

UPON the foregoing Petition and Assent, it
is hereby this 9th day of December 1963

ORDERED by the Circuit Court for Anne Arundel
County (In Equity) that J. S. Gleason, Jr., Administrator
of Veterans' Affairs be and he is hereby substituted as
purchaser of the property mentioned in these proceedings,
known as ~~Box~~ Lot No. 45 on "Plat 1 Section A, a Portion of Somerset"
County, Maryland, in the place and stead of Baltimore
Federal Savings and Loan Association.

O. Boni Duckett

FILED

1963 DEC -9 PM 12:48

Order Nisi
IN THE CIRCUIT COURT FOR
ANNE ARUNDEL COUNTY
No. 14,320 Equity

Walter S. Calwell, Attorney
Named in Mortgage
versus

ORVILLE RAY BUTTS and
JOYCE E. BUTTS, his wife

Ordered, this 5th day of December, 1963, That the sale of the property in these proceedings mentioned made and reported by Walter S. Calwell, Attorney Named in Mortgage BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 13th day of January next: Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 13th day of January next.

The report states that the amount of sale was \$7,650.00

LOUIS N. PHIPPS, Clerk

True Copy, TEST:

LOUIS N. PHIPPS, Clerk
J-2

OFFICE OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

BOOK 151
PAGE 496

CERTIFICATE OF PUBLICATION

Annapolis, Md., January 8, 1964

We hereby certify, that the annexed

Order Nisi Sale
Eq. 14,320
Orville Ray Butts

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel

County, Maryland, once a week for 4

successive weeks before the 13th

day of January, 1964. The first

insertion being made the 12th day of

December, 1963

FILED THE CAPITAL-GAZETTE PRESS, INC.

No. M. C. 1941 1964 JAN -9 AM 10:45

By H. Tilghman

In the Case of

BOOK 151 PAGE 497

WALTER S. CALWELL, Attorney named in Mortgage

VS.

ORVILLE RAY BUTTS, and

JOYCE E. BUTTS, his wife

In the

Circuit Court

For

Anne Arundel County

No. 14,320 Equity

To the Honorable, the Judges of said Court:

The Auditor reports to the Court that he has examined the proceedings in the above entitled cause, and from them he has stated the within account, and that he has this day given notice of the filing of this account to all parties and persons who have filed a claim to the proceeds of sale herein, in accordance with General Equity Rule #595.

All of which is respectfully submitted.

Charles P. Anderson
Auditor.

FINAL ORDER

ORDERED BY THE COURT, this 19th day of February, 1964, that the foregoing Report and Account of the Auditor be and the same is hereby finally ratified and confirmed, no cause to the contrary having been shown, and that the Trustee apply the proceeds accordingly with a due proportion of interest as the same has been or may be received.

Louis N. Phipps
Clerk
Per: *a. Jankowski*, deputy

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BOOK 151 PAGE 498

Cr.

By	Amount of Sale, as per Attorney's Report of Sale for			7,650	00		
By	Interest, 6%, on deferred payment, \$7,150.00, from						
	12/3/63 to 1/16/64			57	38		
By	Adjustment, taxes, 12/3/63 to 12/31/63			14	41		
						7,721	79
To	Attorney, for fee, viz:	50	00				
To	Attorney, for commission, viz:	259	50				
				309	50		
To	Attorney, for court costs, viz:						
	Plaintiff's solicitor appearance fee	10	00				
	Clerk, court costs	30	50				
	Auditor, this account	22	50				
				63	00		
To	Attorney, for expenses, viz:						
	Capital-Gazette Press, Inc., Adv. & Nisi - Sale	95	52				
	New Amsterdam Casualty Co. - bond	35	20				
	E.T. Newell & Co. Inc., - Auctioneer's fee	35	00				
	Notary fees	1	25				
	Adjustment, ground rent, 7/28/63 to 12/3/63	37	50				
				204	47		
To	Baltimore Federal Savings & Loan Association,						
	Mortgagee, on account of Mortgage claim	7,144	82				
				7,144	82		
						7,721	79
	Balance due on Mortgage, as per claim filed	8,201	37				
	Interest, 4½%, on principal balance, \$7,998.49,						
	from 10/24/63 to 2/15/64	102	53				
		8,303	90				
	Credit amount allowed above	7,144	82				
	This amount subject to decree in personam	1,159	08				

EDGAR DICKERSON * IN THE CIRCUIT COURT FOR
 Davidsonville *
 Anne Arundel Co., Md. * ANNE ARUNDEL COUNTY
 Plaintiff * IN EQUITY
 vs. * EQUITY NO. 15839

FLORA M. SUTHERLAND
 P.O. Box 728
 Washington 4, D. C.

21 - 212

SUNRISE BEACH, INC.
 711 - 14th St., N.W.
 Washington, D. C.

AND any and all persons having or claiming to have any interest in the following described real estate located in the Second Election District of Anne Arundel County, to wit:

Lot No. 495 as shown on a plat entitled "Sunrise Beach, Section 2 Plat 1". (Plat Book 22, folio 43).

HENRY J. BOURGEOIS
 6318 - Fifth St., N.W.
 Washington, D. C.

SUNRISE BEACH, INC.
 711 - 14th St., N.W.
 Washington, D. C.

AND any and all persons having or claiming to have any interest in the following described real estate located in the Second Election District of Anne Arundel County, to wit:

Lot No. 1018 as shown on a plat entitled "Sunrise Beach, Section 3". (Plat Book 22, folio 40).

EDWARD BLAKE
 238 Wilson Street
 Baltimore 17, Md.

MARK HANNAH GROSS and
 DESOTO GROSS, his wife
 Churchton P. O.
 Anne Arundel Co., Md.

AND any and all persons having or claiming to have any interest in the following described real estate located in the Seventh Election District of Anne Arundel County, to wit:

Approximately 1.04 acres, situated near Shadyside, on west side Shadyside Road.

CARROLL F. MERSON and
 PHOEBE M. MERSON, his wife
 2115 - First St., N. W.
 Washington, D. C.

AVALON SHORES, INC.
 602 Kennedy St., N.W.
 Washington 11, D. C.

AND any and all persons having or claiming to have any interest in the following described real estate located in the Seventh Election District of Anne Arundel County, to wit:

Lot Nos. 41, 43, 45 and 47, Block 12, as shown on a plat entitled "Section A, Avalon Shores". (Plat Book 8, folio 36).

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ROSE A. ZUCKERMAN
4927 Georgia Avenue
Washington, D. C.

AND any and all persons having or claiming to have any interest in the following described real estate located in the Eighth Election District of Anne Arundel County, to wit:

Lot Nos. 8, 9, 10, 28 and 29, Block 14, as shown on a plat entitled "Revised Plat of part of North Beach Park, a re-division of Holland Point Addition". (Plat Book 3, folio 26).

Defendants

BILL OF COMPLAINT TO FORECLOSE EQUITIES OF REDEMPTION

TO THE HONORABLE, THE JUDGES OF SAID COURT:

Your Plaintiff shows as follows:

1. That he brings this action to foreclose the rights of redemption in and to the properties hereinafter set forth under and by virtue of Sections 69 - 114, inclusive, and amendments thereto, of Article 81 of the Annotated Code of Maryland (1957 Edition).

2. That on October 9, 1961, your Plaintiff, at a regular tax sale, purchased from Edward M. Dunn, Jr., Treasurer of Anne Arundel County and Collector of Taxes for the State of Maryland and Anne Arundel County, and received certificates of tax sale therefor from said Collector of Taxes to the following real estate located in Anne Arundel County, to wit:

- (1) Certificate No. 3375 - Lot 495 Plat 1 Sec. 2 as shown on a plat of Sunrise Beach. J.H.H. 939/129, Second Election, and assessed to Flora M. Sutherland.
- (2) Certificate No. 3376 - Lot 1018 Sec. 3, as shown on the plat of Sunrise Beach. G.T.C. 967/447, Second Election District, and assessed to Henry J. Bourgeois.
- (3) Certificate No. 3377 - 1.04 acs Blk 405 nr Shadyside situated on WS Shadyside Rd., Seventh Election District, and assessed to Edward Blake.
- (4) Certificate No. 3378 - Lots 41-43-45-47 Blk 12 Sec. A as shown on a plat of Avalon Shores J.H.H. 248/122, Seventh Election District, and assessed to Phoebe M. Merson.
- (5) Certificate No. 3379 - Lots 8-9-10-28-29 Blk 14 as shown on a plat of North Beach Park, Eighth Election District, and assessed to Rose A. Zuckerman.

3. That said Tax Sale Certificates as hereinabove set forth, to wit: Nos. 3375, 3376, 3377, 3378 and 3379, dated October 9, 1961, setting forth the aforesaid sales to your Plaintiff, are attached

hereto and filed herewith as "Plaintiff's Exhibits Nos. 1 to 5, inclusive, and are prayed to be read and considered a part hereof as fully as if incorporated herein.

4. That a diligent and careful search of the Land Records, Law and Equity Records, Tax and Assessment Records and the Records of the Register of Wills of Anne Arundel County reveals:

(1) That Flora M. Sutherland is record owner of Lot. No. 495, in the Second Election District of Anne Arundel County, as shown on a plat entitled "Sunrise Beach, Section 2, Plat 1", (Plat Book 22, folio 43), by virtue of a deed dated May 17, 1955 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. #939, folio 129; that Sunrise Beach, Inc. is joined herein to foreclose any interest it might have by virtue of a covenant providing for an annual charge of \$22.00 per lot, which said covenant is recorded among the Land Records of Anne Arundel County in Liber J.H.H. #939, folio 129.

(2) That Henry J. Bourgeois is owner of record of Lot No. 1018, Second Election District, as shown on a plat entitled "Sunrise Beach, Section 3", (Plat Book 22, folio 40), by virtue of a deed dated September 22, 1955, and recorded among the Land Records of Anne Arundel County in Liber G.T.C. #967, folio 447; that Sunrise Beach, Inc. is joined herein to foreclose any interest it might have by virtue of a covenant providing for an annual charge of \$22.00 per lot, which said covenant is recorded among the Land Records of Anne Arundel County in Liber J.H.H. #939, folio 129, and that Sunrise Beach, Inc. is also joined herein to foreclose any interest it might have as to said lots by virtue of a Bill of Complaint to Foreclose a Lien as to the above lots filed February 27, 1962, against the said Henry J. Bourgeois. (See Sunrise Beach, Inc., versus Henry J. Bourgeois, Circuit Court for Anne Arundel County, Equity No. 14,862).

(3) That Edward Blake is record owner of a tract of land containing approximately 1.04 acres, Seventh Election District, situated near Shadyside, by virtue of a deed dated March 26, 1943 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. #276, folio 193; that said property was sold by James A. Walton, Treasurer of Anne

Arundel County, for non-payment of taxes, to the said Edward Blake on October 14, 1941 (Tax Sale No. 5811), but said tax sale may be null and void by virtue of the fact that it was sold in the name of Mary Hannah Gross and Desoto Gross, whereas the owners of record at the time of said tax sale were Mark Hannah Gross and Desoto Gross, his wife; and Mark Hannah Gross and Desoto Gross, his wife, are joined herein to foreclose any interest they might have in the said property.

(4) That Carroll F. Merson and Phoebe M. Merson, his wife, are record owners of Lot Nos. 41, 43, 45 and 47, Block 12, as shown on a plat entitled "Section A, Avalon Shores", (Plat Book 8, folio 36), Seventh Election District, by virtue of a deed dated October 20, 1941 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. #248, folio 122; that Avalon Shores, Inc. is joined herein to foreclose any interest it might have in said property by virtue of a covenant in the aforesaid deed providing for the payment of \$1.00 per annum as to each lot, to the said Avalon Shores, Inc.

(5) That Rose A. Zuckerman is owner of record of Lots Nos. 8, 9, 10, 28 and 29, Block 14, as shown on a plat entitled "Revised Plat of part of North Beach Park, a redivision of Holland Point Addition", (Plat Book 3, folio 26), Eighth Election District, by virtue of a deed dated September 21, 1945 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. #369, folio 360.

5. That the aforementioned and described real estate has not been redeemed by the Defendants herein nor by anyone claiming through them, although more than one year and a day has elapsed from the date of the aforesaid tax sale.

6. That the Plaintiff purchased all the land hereinabove mentioned at the aforesaid tax sale held on October 9th, 1961, as required by statute in such cases made and provided under the laws of the State of Maryland, said properties having been advertised and sold for taxes due, in arrears and unpaid to Anne Arundel County, and Plaintiff bid and paid for the aforesaid Tax Sale Certificates the following amounts:

<u>CERTIFICATE NO.</u>	<u>BID</u>	<u>AMOUNT PAID</u>
3375	\$175.00	\$ 40.65
3376	50.00	40.65
3377	39.23	39.23
3378	38.61	38.61
3379	165.76	165.76

7. That the amounts necessary for redemption of each of the aforesaid tax sale certificates are as follows:

<u>CERTIFICATE NO.</u>	<u>AMOUNT DUE</u>
3375	\$ 40.65
3376	40.65
3377	39.23
3378	38.61
3379	165.76

Plus taxes to date, penalties, interest and the total disbursements of the holder of the certificates of tax sale and cost on each of the above certificates.

TO THE END THEREFORE, YOUR PLAINTIFF PRAYS:

(1) That Writs of Subpoena be issued and served upon the Defendants herein commanding them to appear in this Court on some day certain to be named therein and make answer thereto.

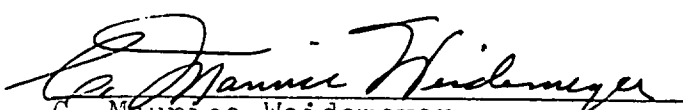
(2) That an Order of Publication be granted unto your Plaintiff directed to the Defendants and to all parties in interest, commanding them to appear in this Court on some day certain to be stated therein and answer the exigencies of this Bill of Complaint.

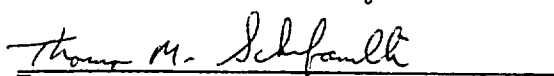
(3) That this Court enter a Final Decree foreclosing all rights of redemption of the Defendants and all persons having or claiming to have any interest in the hereinabove described property.


(4) That the Final Decree herein provide that the Treasurer for Anne Arundel County execute to Plaintiff, a deed to the properties herein involved, vesting in Plaintiff a good and marketable title, indefeasible and absolute, in fee simple and free and clear of any and all liens, claims and encumbrances, to the date of said decree.

(5) And for such other and further relief as the nature of this case may require and may seem just and proper to this Court.

AND as in duty bound, etc.


C. Maurice Weidemeyer


Thomas M. Schifanelli
236 Main St., Annapolis, Md.
Colonial 3-3957
Attorneys for Plaintiff


Edgar Dickerson

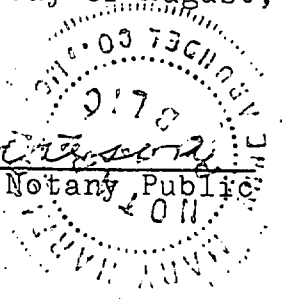
STATE OF MARYLAND, COUNTY OF ANNE ARUNDEL, to wit:

EDGAR DICKERSON, being first duly sworn and on oath deposes and says that he is Plaintiff herein, that he has read the foregoing Bill of Complaint to Foreclose Equities of Redemption by him signed, knows the contents thereof, and verily believes the same to be true to the best of his knowledge and belief.

Edgar Dickerson
Edgar Dickerson

SUBSCRIBED and SWORN to before me this 28 day of August, 1963.

Mary Harrison
Notary Public



N^o 3375 CERTIFICATE OF TAX SALE

EDWARD M. DUNN, JR.

I, County TreasurerCollector of Taxes for the State of Maryland and the
County of Anne Arundel, hereby certify that on October 9th 1961, I sold to Edgar
Dickerson Darlington, Md
at public auction for the sum of 175 Dollars and 00Cents, of which 40.65 Dollars has been paid as a deposit on the property
in Dist 2 described as Lot 495 Plat 1 Sec 2 as
shown on plat of Sunrise Bch. J. H. N. 939-129(Arrears)
and assessed to Flora M. Luthuland

The property described herein is subject to redemption. Upon redemption the holder of this certificate will be refunded the sums paid on account of the purchase price together with interest thereon at the rate of six per cent per annum from the date of payment to the date of redemption, together with all other amounts specified by Chapter 761 of the Acts of 1943, and acts amendatory thereof. The balance due on account of the purchase price and all taxes, together with interest and penalties thereon, accruing subsequent to the date of sale, must be paid to the Collector before a deed can be delivered to the purchaser. After October 10th 1962, a proceeding can be brought to foreclose all rights of redemption in the property. This certificate will be void unless such a proceeding is brought within two years from the date of this certificate.

Witness my hand and seal, this 9 day of Oct 1961Edward M. Dunn, Jr.
Collector.

State of Maryland, Anne Arundel County, Sct:

I hereby certify, that on this 9th day of October, 1961, before me, the subscriber, a Notary Public for the State of Maryland, in and for Anne Arundel County, personally appeared, Edward M. Dunn, Jr., Treasurer and Collector of Taxes for Anne Arundel County and the State of Maryland, and acknowledged the foregoing certificate to be his act.

Witness my hand and seal Notarial,

Richard H. [Signature]
Notary Public.My Commission Expires May 6, 1963

FILED

"PLA IN 1962" S ME 310 BIT NO. 1"

N^o 3376 CERTIFICATE OF TAX SALE

EDWARD M. DUNN, JR.

I, County Treasurer

Collector of Taxes for the State of Maryland and the

County of Anne Arundel, hereby certify that on October 9th 1961, I sold to EdgarDickerson Davidsonville, md at public auction for the sum of 50 Dollars and 00Cents, of which 40.65 Dollars has been paid as a deposit on the propertyin Dist. 2 described as Lot 1018 Sec. 3 as shownon the plat of Sunrise Beach, S.T.C. 967-447

(Arrears)

and assessed to Henry J. Bourgeois

The property described herein is subject to redemption. Upon redemption the holder of this certificate will be refunded the sums paid on account of the purchase price together with interest thereon at the rate of six per cent per annum from the date of payment to the date of redemption, together with all other amounts specified by Chapter 761 of the Acts of 1943, and acts amendatory thereof. The balance due on account of the purchase price and all taxes, together with interest and penalties thereon, accruing subsequent to the date of sale, must be paid to the Collector before a deed can be delivered to the purchaser. After October 10th 1962, a proceeding can be brought to foreclose all rights of redemption in the property. This certificate will be void unless such a proceeding is brought within two years from the date of this certificate.

Witness my hand and seal, this 9 day of Oct 1961

Edward M. Dunn Jr.
Collector.

State of Maryland, Anne Arundel County, Sct:

I hereby certify, that on this 9th day of October, 1961, before me, the subscriber, a Notary Public for the State of Maryland, in and for Anne Arundel County, personally appeared, Edward M. Dunn Jr., Treasurer and Collector of Taxes for Anne Arundel County and the State of Maryland, and acknowledged the foregoing certificate to be his act.

Witness my hand and seal Notarial,

Ruth A. F.
Notary Public.

My Commission Expires

May 6, 1963

FILED

"PLA INTIFF'S EXHIBIT NO. 32"
1963 AUG 29 PM 3:10

8

N^o 3377 CERTIFICATE OF TAX SALE

EDWARD M. DUNN, JR.

I, County TreasurerCollector of Taxes for the State of Maryland and the
County of Anne Arundel, hereby certify that on October 9th 1961, I sold to Edgar
Dickerson Danielson, Inc.
at public auction for the sum of 39 Dollars and 23Cents, of which 39.23 Dollars has been paid as a deposit on the propertyin Dist. 7 described as 1.04 Acs. Blk 405 on Shady
side situated on W. S. Shady side Rd.

(Arrears)

and assessed to Edward Blake

The property described herein is subject to redemption. Upon redemption the holder of this certificate will be refunded the sums paid on account of the purchase price together with interest thereon at the rate of six per cent per annum from the date of payment to the date of redemption, together with all other amounts specified by Chapter 761 of the Acts of 1943, and acts amendatory thereof. The balance due on account of the purchase price and all taxes, together with interest and penalties thereon, accruing subsequent to the date of sale, must be paid to the Collector before a deed can be delivered to the purchaser. After October 10th 1962, a proceeding can be brought to foreclose all rights of redemption in the property. This certificate will be void unless such a proceeding is brought within two years from the date of this certificate.

Witness my hand and seal, this 9 day of Oct 1961

Edward M. Dunn, Jr.
Collector.

State of Maryland, Anne Arundel County, Set:

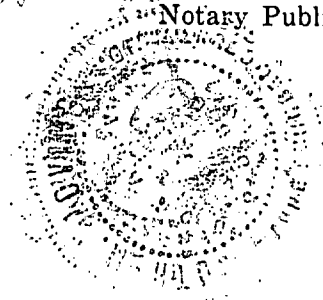
I hereby certify, that on this 9th day of October, 1961, before me, the subscriber, a Notary Public for the State of Maryland, in and for Anne Arundel County, personally appeared, Edward M. Dunn, Jr., Treasurer and Collector of Taxes for Anne Arundel County and the State of Maryland, and acknowledged the foregoing certificate to be his act.

Witness my hand and seal Notarial,

Ruth A. Lanning
Notary Public.

My Commission Expires May 6, 1963

FILED

"PLAINTIFFS EXHIBIT NO 3"
1963 AUG 29 PM 3:11

9

N^o 3378 CERTIFICATE OF TAX SALE

EDWARD M. DUNN, JR.

I, County Treasurer

Collector of Taxes for the State of Maryland and the

County of Anne Arundel, hereby certify that on October 9th 1961, I sold to EdgarDickerson Danlaure, MD at public auction for the sum of 38 Dollars and 61Cents, of which 38-61 Dollars has been paid as a deposit on the propertyin Dist 7 described as Lot 41-42-45-47 Blk 12Sec A as shown on the plat of Anular ShoresJ.H.H. 248-122and assessed to Phoebe M. Mason

The property described herein is subject to redemption. Upon redemption the holder of this certificate will be refunded the sums paid on account of the purchase price together with interest thereon at the rate of six per cent per annum from the date of payment to the date of redemption, together with all other amounts specified by Chapter 761 of the Acts of 1943, and acts amendatory thereof. The balance due on account of the purchase price and all taxes, together with interest and penalties thereon, accruing subsequent to the date of sale, must be paid to the Collector before a deed can be delivered to the purchaser. After October 10th 1962, a proceeding can be brought to foreclose all rights of redemption in the property. This certificate will be void unless such a proceeding is brought within two years from the date of this certificate.

Witness my hand and seal, this 9 day of Oct 1961

Edward M. Dunn, Jr.
Collector.

State of Maryland, Anne Arundel County, Set:

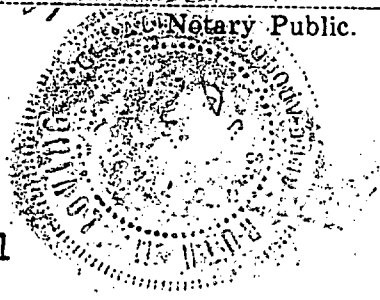
I hereby certify, that on this 9th day of October, 1961, before me, the subscriber, a Notary Public for the State of Maryland, in and for Anne Arundel County, personally appeared, Edward M. Dunn, Jr., Treasurer and Collector of Taxes for Anne Arundel County and the State of Maryland, and acknowledged the foregoing certificate to be his act.

Witness my hand and seal Notarial,

Robert M. Lewis
Notary Public.

My Commission Expires May 1, 1963

FILED

"PLAINTIFF'S EXHIBIT NO. 44"
1963 AUG 29 PM 3:11

N^o 3379

CERTIFICATE OF TAX SALE

EDWARD M. DUNN, JR.

I, County TreasurerCollector of Taxes for the State of Maryland and the
County of Anne Arundel, hereby certify that on October 9th 1961, I sold to Edgar
Dickerson Darlington Md
at public auction for the sum of 165 Dollars and 76Cents, of which 165.76 Dollars has been paid as a deposit on the property
in Dist. 8 described as Lot 8-9-10-28-29 Blk. 14
as shown on the plat of North Beach Parkand assessed to Ros A. Zuckerman

The property described herein is subject to redemption. Upon redemption the holder of this certificate will be refunded the sums paid on account of the purchase price together with interest thereon at the rate of six per cent per annum from the date of payment to the date of redemption, together with all other amounts specified by Chapter 761 of the Acts of 1943, and acts amendatory thereof. The balance due on account of the purchase price and all taxes, together with interest and penalties thereon, accruing subsequent to the date of sale, must be paid to the Collector before a deed can be delivered to the purchaser. After October 10th 1962, a proceeding can be brought to foreclose all rights of redemption in the property. This certificate will be void unless such a proceeding is brought within two years from the date of this certificate.

Witness my hand and seal, this

9 day of Oct1961Edward M. Dunn Jr.
Collector.

State of Maryland, Anne Arundel County, Sct:

I hereby certify, that on this 9th day of October, 1961, before me, the subscriber, a Notary Public for the State of Maryland, in and for Anne Arundel County, personally appeared, Edward M. Dunn Jr., Treasurer and Collector of Taxes for Anne Arundel County and the State of Maryland, and acknowledged the foregoing certificate to be his act.

Witness my hand and seal Notarial,

Robert M. Spencer
Notary Public.

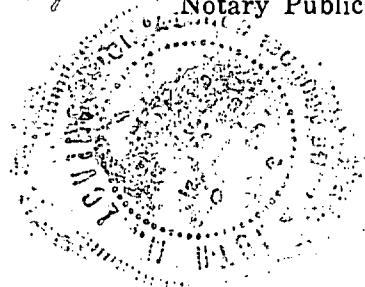
My Commission Expires

April 6, 1963

FILED

"PLAINTIFF'S EXHIBIT NO. 5"

AUG 29 PM 3:11



C. Maurice Weidemeyer
Thomas M. Schifanelli
236 Main Street
Annapolis, Maryland
ATTORNEYS

BOOK 151 PAGE 510

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY, MARYLAND

EDGAR DICKERSON
Davidsonville
Anne Arundel County, Md.

IN EQUITY

EQUITY NO: 15,839.

Plaintiff

vs.

FLORA M. SUTHERLAND
P.O. Box 728
Washington 4, D.C.

SUNRISE BEACH, INC.
711 - 14th St., N.W.
Washington, D. C.

HENRY J. BOURGEOIS
6318 - Fifth Street, N.W.
Washington, D. C.

EDWARD BLAKE
238 Wilson Street
Baltimore 17, Md.

MARK HANNAH GROSS and
DESOTO GROSS, his wife
Churchton Post Office
Anne Arundel Co., Md.

CARROLL F. MERSON and
PHOEBE M. MERSON, his wife
2115 - First St., N.W.
Washington, D. C.

AVALON SHORES, INC.
602 Kennedy St., N.W.
Washington 11, D. C.

ROSE A. ZUCKERMAN
4927 Georgia Avenue
Washington, D. C.

AND the unknown heirs, alienees, devisees and assignees of the foregoing and any and all persons having or claiming to have any interest in the following described real estate, located in Anne Arundel County, Maryland, to wit:

Second Dist. Cert. No. 3375, Lot No. 495 as shown on a plat entitled "Sunrise Beach, Section 2 Plat 1". (Plat Book 22, folio 43).

Second Dist. Cert. No. 3376, Lot No. 1018 as shown on a plat entitled "Sunrise Beach, Section 3", (Plat Book 22, folio 40).

Seventh Dist. Cert. No. 3377, approximately 1.04 acres, situated near Shadyside, on west side Shadyside Road.

Seventh Dist. Cert. No. 3378, Lot Nos. 41, 43, 45 and 47, Block 12, as shown on a plat entitled "Section A, Avalon Shores". (Plat Book 8, folio 36).

Eighth Dist. Cert. No. 3379, Lot Nos. 8, 9, 10, 28 and 29, Block 14, as shown on a plat entitled "Revised Plat of part of North Beach Park, a redivision of Holland Point Addition". (Plat Book 3, folio 26).

Defendants

FILED

1963 AUG 29 PM 5:55

ORDER OF PUBLICATION

The object and purpose of these proceedings is to secure the foreclosure of all rights of redemption of the Defendants in and to the following described property located in Anne Arundel County, and sold on the 9th day of October, 1961, by Edward M. Dunn, Jr., County Treasurer and Collector of Taxes for the State of Maryland and Anne Arundel County, to EDGAR DICKERSON, Plaintiff in these proceedings, for taxes due and in arrears, by the following Tax Sale Certificates and assessed and described on the Books of Assessment and Taxation as follows:

Certificate No. 3375 - Lot 495 Plat 1 Sec. 2 as shown on plat of Sunrise Beach. J.H.H. 939/129, Second Election District, and assessed to Flora M. Sutherland, and sold to the Plaintiff for \$175.00, of which sum \$40.65 has been paid.

Certificate No. 3376 - Lot 1018 Sec. 3, as shown on the plat of Sunrise Beach. G.T.C. 967/447, Second Election District, and assessed to Henry J. Bourgeois, and sold to the Plaintiff for \$50.00, of which sum \$40.65 has been paid.

Certificate No. 3377 - 1.04 acs Blk 405 nr Shadyside situated on WS Shadyside Rd., Seventh Election District, and assessed to Edward Blake, and sold to the Plaintiff for \$39.23, all of which sum has been paid.

Certificate No. 3378 - Lots 41-43-45-47 Blk 12 Sec. A as shown on a plat of Avalon Shores J.H.H. 248/122, Seventh Election District, and assessed to Phoebe M. Merson, and sold to the Plaintiff for \$38.61, all of which sum has been paid.

Certificate No. 3379 - Lots 8-9-10-28-29 Blk 14 as shown on a plat of North Beach Park, Eighth Election District, and assessed to Rose A. Zuckerman, and sold to the Plaintiff for \$165.76, all of which sum has been paid.

The Bill of Complaint states, among other things, that the amounts necessary for redemption have not been paid although more than a year and a day have elapsed since the date of said sale, October 9, 1961.

It is thereupon this 29th day of August, 1963, by the Circuit Court for Anne Arundel County in Equity,

ORDERED that notice be given by the insertion of a copy of this Order of Publication in some newspaper having a general circulation in Anne Arundel County once a week for four successive weeks before the 7th day of November, 1963, next, warning the said Flora M. Sutherland, Sunrise Beach, Inc., Henry J. Bourgeois, Edward Blake, Mark Hannah Gross and Desoto Gross, his wife, Carroll F. Merson and Phoebe M. Merson, his wife, Avalon Shores, Inc., and Rose A. Zuckerman,

and any and all persons having or claiming to have any interest in the above mentioned parcels of land and all persons interested in said property to be and appear in this Court in proper person or by Solicitor on or before the 7th day of November, 1963, and redeem the aforementioned property and answer the Bill of Complaint or thereafter a Final Decree will be passed foreclosing all rights of redemption in the aforesaid properties and vesting in Plaintiff, EDGAR DICKERSON, a title free and clear of all encumbrances.

Louis N. Phapps
Louis N. Phapps, Clerk

Copy of Order of Publication mailed received this
30 day of August, 1963, for
The Star

PER: B. F. Hughes

OFFICE OF

BOOK 151 PAGE 513

THE STAR

GLEN BURNIE, MD.,

September 26, 1963

THIS IS TO CERTIFY, that the annexed advertisement of
Order Publication Equity No. 15,839

was inserted in THE ANNE ARUNDEL STAR, a weekly newspaper and published in Anne Arundel County, Maryland, once a week for four successive weeks before the 7th day of November 1963, that is to say the same was inserted in the issues of September 5, 12, 19, 26, 1963

STROMBERG PUBLICATIONS, Inc.
Publishers.

FILED

By *Edith Greenwood*

1963 SEP 27 PM 12:27

Shores". (Plat Book 8, folio 36).
Eighth Dist. Cert. No. 3379,
Lot Nos. 8, 9, 10, 28 and 29,
Block 14, as shown on a plat en-
titled "Revised Plat of part of
North Beach Park, a redivision
of Holland Point Addition".
(Plat Book 3, folio 26).

Defendants

ORDER OF PUBLICATION

The object and purpose of these proceedings is to secure the foreclosure of all rights of redemption of the Defendants in and to the following described property located in Anne Arundel County, and sold on the 9th day of October, 1961, by Edward M. Dunn, Jr., County Treasurer and Collector of Taxes for the State of Maryland and Anne Arundel County, to EDGAR DICKERSON, Plaintiff in these proceedings, for taxes due and in arrears, by the following Tax Sale Certificates and assessed and described on the Books of Assessment and Taxation as follows:

Certificate No. 3375 - Lot 495
Plat 1 Sec 2 as shown on plat of Sunrise Beach. J.H.H. 939/129, Second Election District, and assessed to Flora M. Sutherland, and sold to the Plaintiff for \$175.00, of which sum \$40.65 has been paid.

Certificate No. 3376 - Lot 1018
Sec. 3, as shown on the plat of Sunrise Beach. G.T.C. 967/447, Second Election District, and assessed to Henry J. Bourgeois, and sold to the Plaintiff for \$50.00, of which sum \$40.00 has been paid.

Certificate No. 3377 - 1.04 acs
Blk 405 nr Shadyside situated on WS Shadyside Rd., Seventh Election District, and assessed to Edward Blake, and sold to the Plaintiff for \$39.23, all of which sum has been paid.

Certificate No. 3378 - Lots 41-43-45-47 Blk 12 Sec. A as shown on a plat of Avalon Shores J.H.H. 248/122, Seventh Election District, and assessed to Phoebe M. Merson, and sold to the Plaintiff for \$38.61, all of which sum has been paid.

Certificate No. 3379 - Lots 8-9-10-28-29 Blk 14 as shown on a plat of North Beach Park, Eighth Election District, and assessed to Rose A. Zuckerman, and sold to the Plaintiff for \$165.76, all of which sum has been paid.

The Bill of Complaint states, among other things, that the amounts necessary for redemption have not been paid although more than a year and a day have elapsed since the date of said sale, October 9, 1961.

It is thereupon this 29th day of August, 1963, by the Circuit Court for Anne Arundel County in Equity,

ORDERED that notice be given by the insertion of a copy of this Order of Publication in some newspaper having a general circulation in Anne Arundel County once a week for four successive weeks before the 7th day of November, 1963, next, warning the said Flora M. Sutherland, Sunrise Beach, Inc., Henry J. Bourgeois, Edward Blake, Mark Hannah Gross and Desoto Gross, his wife, Carroll F. Merson and Phoebe M. Merson, his wife, Avalon Shores, Inc., and Rose A.

C. Maurice Weidemeyer
Thomas M. Schifanelli
236 Main Street
Annapolis, Maryland
ATTORNEYS

IN THE CIRCUIT COURT
FOR ANNE ARUNDEL
COUNTY, MARYLAND
IN EQUITY

EQUITY NO. 15,839

EDGAR DICKERSON

Davidsonville

Anne Arundel County, Md.

Plaintiff

vs.

FLORA M. SUTHERLAND

P.O. Box 728

Washington 4, D.C.

SUNRISE BEACH, INC.

711 - 14th St., N.W.

Washington, D.C.

HENRY J. BOURGEOIS

6318 - Fifth Street, N.W.

Washington, D.C.

EDWARD BLAKE

238 Wilson Street

Baltimore 17, Md.

MARK HANNAH GROSS and

DESOTO GROSS, his wife

Churchton Post Office

Anne Arundel Co., Md.

CARROLL F. MERON and

PHOEBE M. MERSON, his wife

2115 - First St., N.W.

Washington, D. C.

ROSE A. ZUCKERMAN

4927 Georgia Avenue

Washington, D.C.

AVALON SHORES, INC.

602 Kennedy St., N.W.

Washington 11, D. C.

AND the unknown heirs, alien-

ees, devisees and assignees of the foregoing and any and all persons having or claiming to have any interest in the following described real estate, located in Anne Arundel County, Maryland, to wit:

Second Dist. Cert. No. 3375, Lot No. 495 as shown on a plat entitled "Sunrise Beach, Section 2 Plat 1". (Plat Book 22, folio 43).

Second Dist. Cert. No. 3376, Lot No. 1018 as shown on a plat entitled "Sunrise Beach, Section 3", (Plat Book 22, folio 40).

Seventh Dist. Cert. No. 3377, approximately 1.04 acres, situated near Shadyside, on west side Shadyside Road.

Seventh Dist. Cert. No. 3378, Lot Nos. 41, 43, 45 and 47, Block 12, as shown on a plat entitled "Section A, Avalon

Zuckerman, and any and all persons having or claiming to have any interest in the above mentioned parcels of land and all persons interested in said property to be and appear in this Court in proper person or by Solicitor on or before the 7th day of November, 1963, and redeem the aforementioned property and answer the Bill of Complaint or thereafter a Final Decree will be passed foreclosing all rights of redemption in the aforesaid properties and vesting in Plaintiff, EDGAR DICKERSON, a title free and clear of all encumbrances.

Louis N. Phipps
Clerk

True Copy Test:

Louis N. Phipps, Clerk
Sept. 26

BOOK 151 PAGE 515

EDGAR DICKERSON,

*

IN THE CIRCUIT COURT

Plaintiff

*

vs.

*

FOR ANNE ARUNDEL COUNTY

ROSE A. ZUCKERMAN, et al.,

*

Defendants


*

EQUITY NO. 15,839

ORDER FOR DISMISSAL

MR. CLERK:

Please enter the Tax Sale Certificate No. 3379 which applies to Lots 8, 9, 10, 28 and 29 in Block 14, as shown on Plat entitled "Revised Plat of part of North Beach Park, a redivision of Holland Point Addition", which is assessed to defendant, Rose A. Zuckerman, as redeemed and dismissed from these proceedings.


C. Maurice Weidemeyer
236 Main St., Annapolis, Md.
Colonial 8-5049
Attorney for Plaintiff

FILED

1963 NOV -4 PM 2:08

EDGAR DICKERSON,	:	IN THE CIRCUIT COURT FOR
	:	
Plaintiff	:	ANNE ARUNDEL COUNTY
	:	
vs.	:	Equity No. 15,839
	:	
FLORA M. SUTHERLAND, et al.,	:	
	:	
Defendants	:	

AFFIDAVIT OF MAILING TO NON-RESIDENT DEFENDANTS

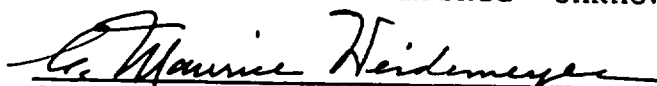
STATE OF MARYLAND, ANNE ARUNDEL COUNTY, ss:

C. MAURICE WEIDEMEYER, Attorney for Edgar Dickerson, Plaintiff herein, first being duly sworn and on oath deposes and says:

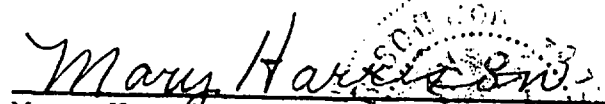
1. That he mailed a copy of the Order of Publication issued herein, by certified mail, return receipt requested, to non-resident defendants, Carroll F. Merson, Phoebe M. Merson, Sunrise Beach, Inc., and Avalon Shores, Inc., as evidenced by the "Return Receipt", filed herewith and made a part hereof.

2. That he mailed a copy of the Order of Publication issued herein, by certified mail, return receipt requested to non-resident defendants, Henry J. Bourgeois and Flora M. Sutherland, as evidenced by the envelopes of returned letters filed herewith, and made a part hereof.

3. That the said certified letters mailed to Henry J. Bourgeois and Flora M. Sutherland were returned marked "Unknown".

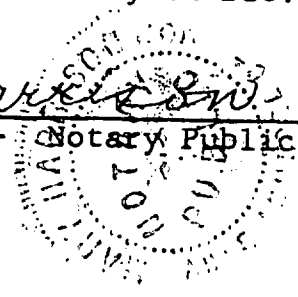

C. Maurice Weidemeyer
236 Main St., Annapolis, Md.
Colonial 8-5049
Attorney for Plaintiff

Subscribed and sworn to before me this 13th day of Dec., 1963.


Mary Harrison - Notary Public

FILED

1963 DEC 16 PM 4:13



No. 742609

RECEIPT FOR CERTIFIED MAIL—20¢

SENT TO
Carroll F. Merson, ~~President~~
STREET AND NO.
2115 - First St., N.W.
CITY AND STATE
Washington, D.C.
If you want a return receipt, check which
☐ 10¢ shows to whom and when delivered
☐ 35¢ shows to whom, when, and address where delivered
If you want restricted delivery, check here
☐ 50¢ fee

POSTMARK
OR DATE

8-31-6

POD Form 3800
Dec. 1960

CAUTION—NOT FOR
INTERNATIONAL MAIL

(See other side)

BOOK 151 PAGE 518

INSTRUCTIONS TO DELIVERING EMPLOYEE

☐ Deliver ONLY to addressee ☐ Show address where delivered
(Additional charges required for these services)

RECEIPT

Received the numbered article described on other side.

SIGNATURE OR NAME OF ADDRESSEE (must always be filled in)

SIGNATURE OF ADDRESSEE'S AGENT, IF ANY

DATE DELIVERED

SHOW WHERE DELIVERED (only if requested)

CSS-16-71548-5-F G

No. 742633

RECEIPT FOR CERTIFIED MAIL—20¢

SENT TO
Phoebe M. Merson
STREET AND NO.
2115- First St. N.W.
CITY AND STATE
Washington, D. C.
If you want a return receipt, check which
☐ 10¢ shows to whom and when delivered
☐ 35¢ shows to whom, when, and address where delivered
If you want restricted delivery, check here
☐ 50¢ fee

POSTMARK
OR DATE

8/31/63

POD Form 3800
Dec. 1960

CAUTION—NOT FOR
INTERNATIONAL MAIL

(See other side)

INSTRUCTIONS TO DELIVERING EMPLOYEE

☐ Deliver ONLY to addressee ☐ Show address where delivered
(Additional charges required for these services)

RECEIPT

Received the numbered article described on other side.

SIGNATURE OR NAME OF ADDRESSEE (must always be filled in)

SIGNATURE OF ADDRESSEE'S AGENT, IF ANY

DATE DELIVERED

SHOW WHERE DELIVERED (only if requested)

CSS-16-71548-5-F G

INSTRUCTIONS TO DELIVERING EMPLOYEE

☐ Deliver ONLY to addressee ☐ Show address where delivered
(Additional charges required for these services)

RECEIPT

Received the numbered article described on other side.

SIGNATURE OR NAME OF ADDRESSEE (must always be filled in)

SIGNATURE OF ADDRESSEE'S AGENT, IF ANY

DATE DELIVERED

SHOW WHERE DELIVERED (only if requested)

CSS-16-71548-5-F GPO

INSTRUCTIONS TO DELIVERING EMPLOYEE

☒ Deliver ONLY to addressee ☐ Show address where delivered
(Additional charges required for these services)

RECEIPT

Received the numbered article described on other side.

SIGNATURE OR NAME OF ADDRESSEE (must always be filled in)

SIGNATURE OF ADDRESSEE'S AGENT, IF ANY

DATE DELIVERED

SHOW WHERE DELIVERED (only if requested)

CSS-16-71548-5-F GPO

FILED

1963 DEC 16 PM 4:14

BOOK 151 PAGE 519



CERTIFIED MAIL
RETURN RECEIPT REQUESTED



SEP - 4 1963

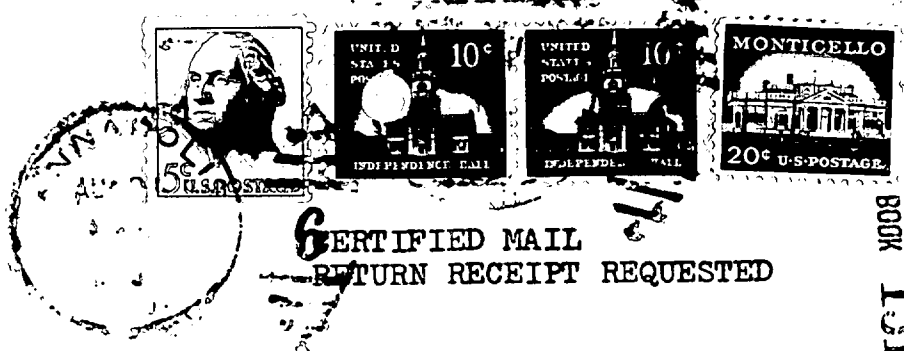


Flora M. Sutherland
P.O. Box 728
WASHINGTON 4, D.C. ~~UNKNOWN~~



19

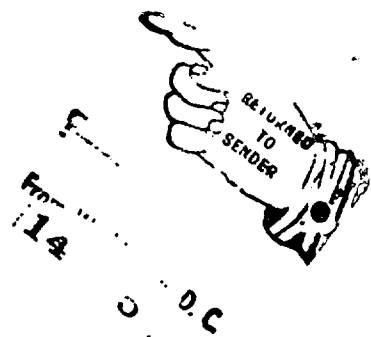
Handwritten:
36 Mar



CERTIFIED MAIL
RETURN RECEIPT REQUESTED

BOOK 151 PAGE 520

CERTIFIED
No. 742608
MAIL



Henry J. Bourgeois
6318 - Fifth St., N.W.
WASHINGTON, D.C.

41186
UNKNOWN

NOT IN DIRECTORY

Handwritten:
20

EDGAR DICKERSON,	:	IN THE CIRCUIT COURT FOR
Plaintiff	:	ANNE ARUNDEL COUNTY
vs.	:	Equity No. 15,839
FLORA M. SUTHERLAND, et al.,	:	
Defendants	:	

MILITARY AFFIDAVIT.

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, to wit:

I HEREBY CERTIFY that before me, the subscriber, a Notary Public of said State, in and for said County, personally appeared C. MAURICE WEIDEMEYER, Attorney for Edgar Dickerson, Plaintiff herein, and made oath in due form of law that:

1. That the defendants, Sunrise Beach, Inc., and Avalon Shores, Inc., being bodies corporate, are not in the military service.

2. From information received, he is advised that Carroll F. Merson is deceased, and that Phoebe M. Merson is not in the military service.

3. From inquiries made and information received, he is advised and believes that Mark Hannah Gross and DeSoto Gross are deceased, and therefore not in the military service.

4. That as to the defendants, Flora M. Sutherland, Henry J. Bourgeois, and Edward Blake, he has no information that either of them are in the military service, and therefore avers that none of them are in the military service.

C. Maurice Weidemeyer
C. Maurice Weidemeyer
236 Main Street, Annapolis, Md.
Attorney for Plaintiff

SUBSCRIBED and SWORN to before me this 13th day of December, 1963.

Mary Harrison
Mary Harrison - Notary Public

FILED
DEC 16 PM 4:13

EDGAR DICKERSON,	:	IN THE CIRCUIT COURT FOR
	:	
Plaintiff	:	ANNE ARUNDEL COUNTY
	:	
vs.	:	Equity No. 15,839
	:	
FLORA M. SUTHERLAND, et al.,	:	
	:	
Defendants	:	
	:	

DECREE PRO CONFESSO

It appearing from the proceedings in this cause that the Order of Publication heretofore issued herein has been duly published in The Star, a newspaper of general circulation in Anne Arundel County, Maryland, as prescribed by said Order, against all the defendants named herein, and all persons having or claiming to have any interest in the real estate therein described, as assessed to said defendants and sold to Plaintiff on the 9th day of October, 1961, for non-payment of taxes due for the years 1959 and 1960.

And it appearing that Sunrise Beach, Inc., has filed a petition herein claiming for the amount of surplus bid from the County Treasurer to be applied against the annual maintenance charges against Lot No. 495, Sunrise Beach, assessed to Flora M. Sutherland.

And it further appearing that the defendants, Flora M. Sutherland, Henry J. Bourgeois, Carroll F. Merson and Phoebe M. Merson, his wife, have been duly served by publication.

And it further appearing that subpoena issued out of this Court directed to the defendant Edward Blake, has been returned twice "non est" as will more fully appear from the Sheriff's returns filed herein.

And it further appearing that subpoenas issued out of this Court directed to the defendants Mark Hannah Gross and DeSoto Gross, his wife, have been returned "non sunt", as will more fully appear from the Sheriff's returns filed herein.

And it further appearing that all of the aforesaid defendants, except as otherwise set out above, have failed to enter their appearance herein in person or by solicitor, and have failed to file an answer to the Bill of Complaint, and the time within which said defendants could so appear and file an answer having now expired, it is thereupon this 17th day of December, 1963, by the Circuit Court for Anne Arundel County, in equity,

ADJUDGED, ORDERED and DECREED that the Bill of Complaint be, and the same is hereby taken pro confesso against the said defendants and all persons having or claiming to have any interest in the real estate therein described as same is assessed to said defendants and described on the books of the County Treasurer and sold to the Plaintiff on the 9th day of October, 1961.

W. Bruce Dwyer
Judge

FILED
1963 DEC 17 PM 3:08

EDGAR DICKERSON,	:	IN THE CIRCUIT COURT FOR
	:	
Plaintiff	:	ANNE ARUNDEL COUNTY
	:	
vs.	:	IN EQUITY
	:	
PHOEBE M. MERSON, et al.,	:	Equity No. 15,839
	:	
Defendants	:	

STIPULATION AND AGREEMENT

It is hereby stipulated and agreed that Phoebe M. Merson is entitled to redeem Certificate No. 3378 herein, which applies to Lots. 41, 43, 45 and 47, Block 12, Sec. A, as shown on a plat of Avalon Shores, and that the amounts necessary for redemption are as follows:

To be paid to Plaintiff:

For title examination	\$ 25.00
For Attorney's fee	75.00
Proportionate amount of Court costs (approximate)	15.00
Proportionate amount of advertising cost for Order of Publication	28.56
Total ----	\$143.56

To be paid to Treasurer, Anne Arundel County:

1960 taxes, plus interest	\$ 10.27
1961 taxes, plus interest & advertising	25.34
1962 taxes, plus interest	10.51
1963 taxes, plus interest	10.32
1964 taxes	11.10
Costs	3.00
Interest to Purchaser of Certificate	5.21
Total ----	\$ 75.75

C. Maurice Weidemeyer
 C. Maurice Weidemeyer
 236 Main St., Annapolis, Md.
 Attorney for Plaintiff

Phoebe M. Merson
 Phoebe M. Merson, Defendant
 602 Pershing Drive
 Silver Spring, Maryland

FILED

1964 JAN 29 PM 12:21

EDGAR DICKERSON,	:	IN THE CIRCUIT COURT FOR
Plaintiff	:	ANNE ARUNDEL COUNTY
vs.	:	IN EQUITY
PHOEBE M. MERSON, et al.,	:	Equity No. 15,839
Defendants	:	

ORDER OF COURT

Upon consideration of the foregoing Stipulation and Agreement, it is this 29th day of January, 1964, by the Circuit Court for Anne Arundel County, in Equity, ORDERED that the amounts necessary for redemption of Certificate No. 3378, which applies to Lots 41, 43, 45 and 47 - Block 12, Sec. A, as shown on a plat of Avalon Shores, are as follows:

To be paid to Plaintiff:

Attorney's fee	\$ 75.00
Title examination	25.00
Proportionate amount of Court costs (approximate)	15.00
Proportionate amount of advertising cost for Order of Publication	28.56
Total -	\$143.56

To be paid to Treasurer, Anne Arundel County:

1960 taxes, plus interest	\$ 10.27
1961 taxes, plus interest, & advertising	25.34
1962 taxes, plus interest	10.51
1963 taxes, plus interest	10.32
1964 taxes	11.10
Costs	3.00
Interest to Purchaser of Certificate	5.21
Total -	\$ 75.75


Judge

FILED

1964 JAN 30 AM 10:50

EDGAR DICKERSON,	:	IN THE CIRCUIT COURT FOR
	:	
Plaintiff	:	ANNE ARUNDEL COUNTY
	:	
vs.	:	IN EQUITY
	:	
PHOEBE M. MERSON, et al.,	:	Equity No. 15,839
	:	
Defendants	:	
	:	

ORDER OF SATISFACTION

MR. CLERK:

Please enter Certificate No. 3378 covering property known as Lot Nos. 41, 43, 45 and 47, Block 12, Sec. A, as shown on a plat of Avalon Shores, redeemed from this proceeding.


C. Maurice Weidemeyer
Attorney for Plaintiff

FILED
1964 JAN 30 AM 11:02

EDGAR DICKERSON	*	IN THE CIRCUIT COURT FOR
Plaintiff	*	ANNE ARUNDEL COUNTY
vs.	*	IN EQUITY
FLORA M. SUTHERLAND, et al.,	*	Equity No. 15,839
Defendants		

FINAL DECREE FORECLOSING EQUITIES OF REDEMPTION

The proceedings in this cause having been read and considered, and it appearing to the Court that subpoenas issued out of this Court directed to the Defendants, Flora M. Sutherland and Henry J. Bourgeois, have been duly served by publication.

And it further appearing that subpoena issued out of this Court directed to the defendant Edward Blake, has been returned twice "non est" as will more fully appear from the Sheriff's returns filed herein.

And it further appearing that subpoenas issued out of this Court directed to the defendants Mark Hannah Gross and DeSoto Gross, his wife, have been returned "non sunt", as will more fully appear from the Sheriff's returns filed herein.

And it appearing that Sunrise Beach, Inc., has filed a petition herein claiming for the amount of surplus bid from the County Treasurer to be applied against the annual maintenance charges against Lot No. 495, Sunrise Beach, assessed to Flora M. Sutherland.

AND it further appearing that a decree pro confesso was entered herein on the 17th day of December, 1963, against all of the aforesaid defendants hereinabove mentioned, and that none of the aforesaid parties against whom the decree pro confesso was entered have entered their appearance herein or filed an answer to these proceedings, or proceeded to redeem herein, except as indicated

by the record herein, it is thereupon by the Circuit Court for Anne Arundel County, sitting in equity, this 17th day of February, 1964,

ADJUDGED, ORDERED and DECREED that all rights of redemption to the properties mentioned herein of the Defendants, Flora M. Sutherland, Sunrise Beach, Inc., Henry J. Bourgeois, Edward Blake, Mark Hannah Gross and DeSoto Gross, his wife, and all unknown heirs at law, alienees, assignees and devisees of any of the aforementioned parties, and any and all persons having or claiming to have any right, title, or interest in the hereinafter described properties, be and they are hereby forever foreclosed, and as between the parties to this suit, an absolute and indefeasible title in fee simple shall vest in the Plaintiff in and to the following described properties sold to the Plaintiff on the 9th day of October, 1961, for non-payment of taxes for the years 1960 and 1961, to wit:

Certificate No. 3375 - Lot 495, Plat 1, Sec. 2 as shown on a plat of Sunrise Beach. J.H.H. 939/129, Second Election District, and assessed to Flora M. Sutherland.

Certificate No. 3376 - Lot 1018, Sec. 3, as shown on the Plat of Sunrise Beach. G.T.C. 967/447, Second Election District, and assessed to Henry J. Bourgeois.

Certificate No. 3377 - 1.04 acs. Blk. 405 near Shadyside, situated on WS Shadyside Road, Seventh Election District, and assessed to Edward Blake.

free and clear of all alienations and descents of said property occurring prior to this decree, and free of all encumbrances thereon, except taxes accruing subsequent to the tax sale mentioned in this cause, and public easements and public proceedings to which said property is subject; and

IT IS FURTHER ORDERED that the Treasurer of Anne Arundel County, Maryland, and Collector of State and County Taxes, execute and deliver to Edgar Dickerson, Plaintiff in these proceedings, a

deed of conveyance to the aforesaid lots and parcels of land and improvements, upon payment by the Plaintiff to the said Treasurer such taxes as may be due thereon, and the balance of the purchase price of the aforesaid certificates, if any; and

IT IS FURTHER ORDERED that out of the surplus bid, to be paid by Plaintiff herein to the County Treasurer on Certificate No. 3375 for Lot No. 495, Section 2, Plat 1, Sunrise Beach, formerly assessed in the name of Defendant Flora M. Sutherland, that the County Treasurer shall pay to Sunrise Beach, Inc. the sum of \$132.00 as claimed by the said Sunrise Beach, Inc. for covenant fees due on said lot by the Defendant Flora M. Sutherland; and

IT IS FURTHER ORDERED that the Plaintiff pay the costs of these proceedings.



J U D G E

FILED

1964 FEB 17 AM 11:26
- 3 -

LIBER 151 PAGE 531

IN THE MATTER OF
MORTGAGED REAL ESTATE OF
GWENDOLYN S. OSMOND

IN THE CIRCUIT COURT
FOR
ANNE ARUNDEL COUNTY
No. 15823 Equity

* * *

Mr. Clerk:

Please docket the within suit, file the deed of trust,
assignment, statement of claim and approve bond.

Ridgely P. Melvin, Jr.
Ridgely P. Melvin, Jr.
212 Duke of Gloucester Street
Annapolis, Maryland
Colonial 3-2050
Attorney for Thomas J. Sweeney and
Nathaniel J. Taube, Trustees

FILED

1963 AUG 27 PM 3:01

PURCHASE MONEY
DEED OF TRUST

LIBER 151 PAGE 532

EHL 9005

No. 15,823 Equity

THIS DEED, made this 3rd day of July, 19 61, by and between
GWENDOLYN S. OSMOND, Unmarried
party of the first part and THOMAS J. SWEENEY and NATHANIEL J. TAUBE, Trustee,
as hereinafter set forth, party of the second part:

WHEREAS, the party of the first part is justly indebted unto

Colonial Mortgage Corporation, a corporation organized and existing
under the laws of the State of Maryland, in the principal sum of ELEVEN THOUSAND
SIX HUNDRED AND NO/100THS Dollars (\$11,600.00), with interest from date at
the rate of 5 1/2 per centum (5 1/2 %) per annum on the unpaid balance until paid, for which amount
the said party has signed and delivered a certain promissory note bearing even date herewith and pay-
able in monthly installments of Sixty-five and 89/100ths Dollars
(\$65.89), commencing on the first day of September, 19 61, and on the first day
of each month thereafter until the principal and interest are fully paid, except that the final payment
of principal and interest, if not sooner paid, shall be due and payable on the first day of August,
19 91

AND WHEREAS, the party of the first part desires to secure the prompt payment of said debt, and in-
terest thereon, when and as the same shall become due and payable, and all costs and expenses incurred
in respect thereto, including reasonable counsel fees incurred or paid by the said party of the second part
or substituted Trustee, or by any person hereby secured, on account of any litigation at law or in equity
which may arise in respect to this trust or the property hereinafter mentioned, and of all money which
may be advanced as provided herein, with interest on all such costs and advances from the date thereof.

NOW, THEREFORE, THIS INDENTURE WITNESSETH, that the party of the first part, in consideration of
the premises, and of one dollar, lawful money of the United States of America, to them
in hand paid by the party of the second part, the
receipt of which, before the sealing and delivery of these presents, is hereby acknowledged, has granted
and conveyed, and does hereby grant and convey unto the party of the second part, as Trustee, its suc-
cessors and assigns, the following-described land and premises, situate in the County of Anne Arundel
and State of Maryland, known and distinguished as

Lot numbered Six (6) in Block numbered Twenty-eight (28), as shown on a Plat
entitled "Plat of Harundale, Section No. 4", recorded among the Plat Records
of Anne Arundel County in Plat Book No. 20 at Page 27.

INCLUDING all electric fixtures, shades, screens, venetian blinds, Frigidaire
Refrigerator Model 45B87143, Frigidaire Range Model 71C9847, Bendix Automatic
Washer Model H46-1043-S662, domestic hot water heater and heater now installed
or hereafter installed or used in the premises aforesaid, it being the intention
of the parties hereto, their heirs, successors or assigns, that all such equipment
and fixtures, as aforesaid shall become permanently annexed to said premises and
a part of the real estate aforesaid and security for the payment of the indebtedness
hereinbefore referred to.

FILED

(1)
1963 AUG 27 PM 3:02

L 2

together with all the improvements in anywise appertaining, and all the estate, right, title, interest, and claim, either at law or in equity, or otherwise however, of the party of the first part, of, in, to, or out of the said land and premises.

TO HAVE AND TO HOLD the said property and improvements unto the party of the second part, its successors and assigns

IN AND UPON THE TRUSTS, NEVERTHELESS, hereinafter declared; that is to say: IN TRUST to permit said party of the first part, or assigns, to use and occupy the said described land and premises, and the rents, issues, and profits thereof, to take, have, and apply to and for **their** sole use and benefit, until default be made in the payment of any manner of indebtedness hereby secured or in the performance of any of the covenants as hereinafter provided.

AND upon the full payment of all of said note and the interest thereon, and all moneys advanced or expended as herein provided, and all other proper costs, charges, commissions, half-commissions, and expenses, at any time before the sale hereinafter provided for to release and reconvey the said described premises unto the said party of the first part or assigns, at **their** cost.

AND UPON THIS FURTHER TRUST, upon any default being made in the payment of the said note or of any monthly installment of principal and interest as therein provided, or in the payment of any of the monthly sums for ground rents, if any, taxes, special assessments, mortgage insurance, fire and other hazard insurance, all as hereinafter provided, or upon any default in payment on demand of any money advanced by the holder of said note on account of any proper cost, charge, commission, or expense in and about the same, or on account of any tax or assessment or insurance, or expense of litigation, with interest thereon at the rate set forth in the note secured hereby from date of such advance (it being hereby agreed that on default in the payment of any ground rent, tax, or assessment, or insurance premium or any payment on account thereof, or in the payment of any of said cost, expense of litigation, as aforesaid, the holder of said note may pay the same and all sums so advanced with interest as aforesaid, shall immediately attach as a lien hereunder, and be payable on demand), or upon failure or neglect faithfully and fully to keep and perform any of the other conditions or covenants herein provided; then upon any and every such default being so made as aforesaid, the said party of the second part, or the Trustee acting in the execution of this trust, shall have power and it shall be **their** duty to sell, and in case of any default of any purchaser, to resell, at public auction, for cash, in one parcel at such time and place, and after such previous public advertisement as the party of the second part, or the Trustee acting in the execution of this trust, shall deem advantageous and proper; and to convey the same in fee simple, upon compliance with the terms of sale, to, and at the cost of, the purchaser or purchasers thereof, who shall not be required to see to the application of the purchase money; and shall apply the proceeds of said sale or sales: Firstly, to pay all proper costs, charges, and expenses, including all attorneys' and other fees and costs herein provided for, and all moneys advanced for costs or expenses, or expense of litigation as aforesaid, or taxes or assessments, or insurance with interest thereon as aforesaid, and all taxes, general and special, and assessments, due upon said land and premises at time of sale and to retain as compensation a commission of one per centum (1%) on the amount of the said sale or sales; Secondly, to pay whatever may then remain unpaid of said note, whether the same shall be due or not, and the interest thereon to date of payment, it being agreed that said note shall, upon such sale being made before the maturity of said note, be and become immediately due and payable at the election of the holder thereof; and, Lastly, to pay the remainder of said proceeds, if any there be, to the party of the first part, **their** heirs, executors, administrators, or assigns, upon the delivery and surrender to the purchaser, his, her, or their heirs or assigns of possession of the premises so, as aforesaid, sold and conveyed, less the expense, if any, of obtaining possession.

AND in the event of the resignation, death, incapacity, disability, removal, or absence from the State of any Trustee or Trustees, or should either refuse to act or fail to execute this Trust when requested, then any other Trustee shall have all the rights, powers, and authority and be charged with the duties that are hereby conferred or charged upon both; and in such event, or at the option of the holder of the note and with or without cause, the holder of the note is hereby authorized and empowered to appoint, and to substitute and appoint, by an instrument recorded wherever this Deed of Trust is recorded, a Trustee in the place and stead of any Trustee herein named or any succeeding or substitute Trustee, which appointed and Substitute Trustee or Trustees shall have all the rights, powers, and authority and be charged with all the duties that are conferred or charged upon any Trustee or Trustees herein named.

AND the party of the first part, in order more fully to protect the security of this Deed of Trust, covenants and agrees as follows:

1. That he will pay the indebtedness, as hereinbefore provided. Privilege is reserved to pay the debt in whole, or in an amount equal to one or more monthly payments on the principal that are next due on the note, on the first day of any month prior to maturity: *Provided, however,* That written notice of an intention to exercise such privilege is given at least thirty (30) days prior to prepayment; and *Provided further,* That in the event this debt is paid in full prior to maturity and at that time it is insured under the provisions of the National Housing Act, all parties liable for the payment of same, whether principal, surety, guarantor or endorser, agree to be jointly and severally bound to pay to the holder of the note secured hereby an adjusted premium charge of one per centum (1%) of the original principal amount thereof, except that in no event shall the adjusted premium exceed the aggregate amount of premium charges which would have been payable if this Deed of Trust and the note secured hereby had continued to be insured until maturity; such payment to be applied by the holder thereof upon its obligation to the Federal Housing Commissioner on account of mortgage insurance.

2. That, together with, and in addition to, the monthly payments of principal and interest, payable under the terms of the note secured hereby, he will pay to the holder of the said note, on the first day of each month until the said note is fully paid, the following sums:

- (a) If this Deed of Trust and the said note secured hereby are insured under the provisions of the National Housing Act and so long as they continue to be so insured, one-twelfth ($\frac{1}{12}$) of the annual mortgage insurance premium for the purpose of putting the holder of the note in funds with which to discharge its obligation to the Federal Housing Commissioner for mortgage insurance premiums pursuant to the applicable provisions of the National Housing Act, as amended, and Regulations thereunder. The holder of the note shall, on the termination of its obligation to pay mortgage insurance premiums, credit to the account of the party of the first part all payments made under the provisions of this subsection which the holder of the note has not become obligated to pay to the Federal Housing Commissioner.
- (b) A sum equal to the ground rents, if any, and the taxes and special assessments next due on the premises covered by this Deed of Trust, plus the premiums that will next become due and payable on policies of fire and other hazard insurance on the premises covered hereby (all as estimated by the holder of the note) less all sums already paid therefor, divided by the number of months to elapse before 1 month prior to the date when such ground rents, premiums, taxes, and assessments will become delinquent, such sums to be held by Mortgagee in trust to pay said ground rents, premiums, taxes, and special assessments, before the same become delinquent.
- (c) All payments mentioned in the two preceding subsections of this paragraph and all payments to be made under the note secured hereby shall be added together and the aggregate amount thereof shall be paid by the party of the first part each month in a single payment to be applied by the holder of the note to the following items in the order set forth:
 - (I) premium charges, under the contract of insurance with the Federal Housing Commissioner;
 - (II) ground rents, if any, taxes, special assessments, fire and other hazard insurance premiums;
 - (III) interest on the note secured hereby; and
 - (IV) amortization of the principal of the said note.

Any deficiency in the amount of any such aggregate monthly payment shall, unless made good by the party of the first part prior to the due date of the next such payment, constitute an event of default under this Deed of Trust. The holder of the note may collect a "late charge" not to exceed two cents (2¢) for each dollar (\$1) of each payment more than fifteen (15) days in arrears to cover the extra expense involved in handling delinquent payments.

3. That if the total of the payments made by the party of the first part under (b) paragraph 2 preceding shall exceed the amount of payments actually made by the holder of the note for ground rents, taxes or assessments or insurance premiums, as the case may be, such excess shall be credited by such holder on subsequent payments to be made by the party of the first part. If, however, the monthly payments made by the party of the first part under (b) of paragraph 2 preceding shall not be sufficient to pay ground rents, taxes, and assessments, and insurance premiums, as the case may be, when the same shall become due and payable, then the party of the first part shall pay to the holder of said note any amount necessary to make up the deficiency, on or before the date when payment of such ground rents, taxes, assessments, or insurance premiums shall be due. If at any time the party of the first part shall tender to the holder of said note, in accordance with the provisions thereof, full payment of the entire indebtedness represented thereby, the said holder shall, in computing the amount of such indebtedness, credit to the account of the party of the first part all payments made under the provisions of (a) of paragraph 2 hereof, which the holder of said note has not become obligated to pay to the Federal Housing Commissioner, and any balance remaining in the funds accumulated under the provisions of (b) of paragraph 2 hereof. If there shall be a default under any of the provisions of this Deed of Trust resulting in a public sale of the premises covered hereby, or if the holder of the note acquires the property otherwise after default, the holder of the note shall apply, at the time of the commencement of such proceedings, or at the time the property is otherwise acquired, the balance then remaining in the funds accumulated under (b) of paragraph 2 preceding, as a credit against the amount of principal then remaining unpaid under said note, and shall properly adjust any payments which shall have been made under (a) of paragraph 2.

4. That he will pay all taxes, assessments, water rates and other governmental or municipal charges, fines or impositions, and ground rents, for which provision has not been made hereinbefore and will promptly deliver the official receipts therefor to the holder of the note; and in default of such payment by the party of the first part, the holder of the note may pay the same, and any sum or sums so paid by the holder of the note shall be added to the debt hereby secured, shall be payable on demand, shall bear full legal interest and shall be secured by this Deed of Trust.

5. That he will keep the said premises in as good order and condition as they are now and will not commit or permit any waste thereof, reasonable wear and tear excepted.

6. That he will keep the improvements now existing or hereafter erected on the said premises insured as may be required from time to time by the holder of the note against loss by fire and other hazards, casualties and contingencies in such amounts and for such periods as may be required by the holder of the note and will pay promptly, when due, any premiums on such insurance provision for payment of which has not been made hereinbefore. All insurance shall be carried in companies approved by the holder of the note and the policies and renewals thereof shall be held by the holder of the note and have attached thereto loss payable clauses in favor of and in form acceptable to the holder of the note. In event of loss he will give immediate notice by mail to the holder of the note, who may make proof of loss if not made promptly by the party of the first part, and each insurance company concerned is hereby authorized and directed to make payment for such loss directly to the holder of the note instead of to

the party of the first part and the holder of the note jointly, and the insurance proceeds, or any part thereof, may be applied by the holder of the note at its option either to the reduction of the indebtedness hereby secured or to the restoration or repair of the property damaged. In event of foreclosure of this Deed of Trust or other transfer of title to the said premises in extinguishment of the indebtedness secured hereby, all right, title, and interest of the party of the first part in and to any insurance policies then in force shall pass to the purchaser or grantee.

7. The party of the first part further agrees that should this Deed of Trust and the note secured hereby not be eligible for insurance under the National Housing Act within **sixty days** from the date hereof (written statement of any officer of the Federal Housing Administration or authorized agent of the Federal Housing Commissioner dated subsequent to the **sixty days** time from the date of this Deed of Trust, declining to insure said note and this Deed of Trust, being deemed conclusive proof of such ineligibility), the party of the second part or the holder of the note may, at its option, declare all sums secured hereby immediately due and payable.

8. That if the said property shall be advertised for sale, as herein provided, and not sold, the Trustee or Trustees acting shall be entitled to one-half (1/2) the commission above provided, to be computed on the amount of the debt hereby secured, and the same is hereby secured in like manner as other charges and expenses attending the execution of this trust, and shall bear full legal interest.

9. That if any suit, action, or proceeding whatsoever shall be commenced or prosecuted for the collection of the note, or any part of the note, or for the enforcement of any endorsement or endorsements thereof, or any other matters hereby secured, or in reference to the execution of the trust hereby created, or any of the trust or property of funds which may become part thereof, he will pay all costs and charges and expenses of the same, including all counsel and attorney's fees and charges, which shall also be deemed a charge attending the execution of this trust, be secured hereby as such and bear full legal interest.

10. That he specially warrants the property herein conveyed and that he will execute such further assurances thereof as may be required.

11. The party of the first part covenants and agrees that so long as this Deed of Trust and the said note secured hereby are insured under the provisions of the National Housing Act, he will not execute or file for record any instrument which imposes a restriction upon the sale or occupancy of the mortgaged property on the basis of race, color, or creed. Upon any violation of this undertaking, the holder of the note may, at its option, declare the unpaid balance of the debt secured hereby immediately due and payable.

The covenants herein contained shall bind, and the benefits and advantages shall inure to, the respective heirs, executors, administrators, successors, and assigns of the parties hereto. Whenever used the singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

WITNESS the signature(s) and seal(s) of the parties of the first part on the day and year first above written.

Witness:

Dorothy W. Cronin
Dorothy W. Cronin

Gwendolyn S. Osmond [SEAL]
Gwendolyn S. Osmond, Unmarried [SEAL]
[SEAL]
[SEAL]

~~DISTRICT OF COLUMBIA~~ STATE OF MARYLAND

to wit BOOK 1489 PAGE 344

I HEREBY CERTIFY, That on this the 3rd day of July, 1961, before me, a Notary Public of the ~~DISTRICT OF COLUMBIA~~ County of Anne Arundel the undersigned officer, personally appeared Gwendolyn S. Osmond, unmarried known to me (or satisfactorily proven) to be the person (s) whose name (s) is (are) subscribed to the within instrument and acknowledged that she executed the same for the purpose therein contained.

In WITNESS WHEREOF, I hereunto set my hand and official seal.

My commission expires:

Dorothy W. Cronin
Dorothy W. Cronin, Notary Public

MY COMMISSION EXPIRES MAY 6, 1963

DEED OF TRUST

This form may be used as the security instrument in connection with Deeds of Trust to be insured under Section 203, Section 222, and in connection with "individual mortgages" to be insured under Section 213, Section 220, Section 221, and Section 809 of the National Housing Act.

STATE OF MARYLAND

LOAN NO.

Deed of Trust

GWENDOLYN S. OSMOND, Unmarried

Rec'd for recording July 10, 1961 at 11:56 AM
Mailed to Colonial Mortgage Corp.

TO THOMAS J. SWEENEY
RECEIVED FOR RECORD IN
LIBER 1489 PAGE 344
JUL 10 1961
CLERK

and recorded in Liber No.

one of the Land Records

Examined by

Recorder

RETURN TO: Colonial Mortgage Corp.

1424 K Street, N. W.

Washington, D. C.

FOR VALUE RECEIVED, the undersigned hereby grants, assigns and transfers to THE SAVINGS BANKS RETIREMENT SYSTEM, a trust created pursuant to Section 200 of the Insurance Law of New York having its principal place of business at 70 Sunrise Highway, Freeport, New York, all beneficial interest under that certain Deed of Trust dated July 3, 1961, executed by Gwendolyn Osmond, unmarried, Grantor (s), to Thomas J. Sweeney and Nathaniel J. Taube, Trustees, and recorded on July 10, 1961 in Liber No. 1489 at folio 340, of the Official Records in the Office of the Clerk of the Circuit Court of Anne Arundel County, Maryland, describing land therein.

TOGETHER with the Deed of Trust Note or Notes therein described or referred to, the money due and to become due thereon with interest, and all rights accrued or to accrue under said Deed of Trust.

The undersigned covenants and warrants that there is unpaid upon the Note described in said Deed of Trust the principal sum of \$ 11,535.80, with interest thereon at 5 1/2% per annum from January 1, 1962, ~~1961~~, and that the terms and provisions of said note and said deed of trust have not been altered or modified in any manner by the assignor; and that the assignor has not further assigned its beneficial interest under said Deed of Trust or released any part of the property from the lien of said Deed of Trust.

IN WITNESS WHEREOF, COLONIAL MORTGAGE CORPORATION has caused these presents to be signed in its corporate name and behalf by its Executive Vice President and its corporate seal to be hereunto affixed and attested by its Assistant Secretary this 18th day of January, 1962, ~~1961~~.

COLONIAL MORTGAGE CORPORATION

By

Thomas J. Sweeney
Executive Vice President

DISTRICT OF COLUMBIA: To wit

I, Frances R. Atwood, a Notary Public in and for the District of Columbia do hereby certify that Thomas J. Sweeney and E. Elizabeth Wissinger, Executive Vice President and Assistant Secretary, respectively of COLONIAL MORTGAGE CORPORATION, whose names as such are signed to the foregoing Assignment, bearing date the 18th day of January, 1962, ~~1961~~, have acknowledged the same before me in the District of Columbia.

GIVEN under my hand this 18th day of January, 1962, ~~1961~~
My commission expires
November 30, 1964

Rec'd for record Aug 27 1963 at 3:13 PM

Mailed to Filed in Equity No. 15823

Frances R. Atwood
Frances R. Atwood, Notary Public, D.C.

FILED
1963 AUG 27 PM 3:01

300

FHL 9005

DEED OF TRUST NOTE

No. 15,823 Equity

\$ 11,600.00

LIBER 151 PAGE 537

Annapolis, Maryland,
July 3, 19 61

FOR VALUE RECEIVED, the undersigned promise(s) to pay to
COLONIAL MORTGAGE CORPORATION
or order, the principal sum of ELEVEN THOUSAND SIX HUNDRED AND NO/100THS _____ Dollars
(\$11,600.00), with interest from date at the rate of five and one half per centum (5½ %) per annum on the unpaid balance until paid, said principal and interest being payable at the office of
Colonial Mortgage Corporation in Washington, D. C.

, or at such other place as the holder hereof may designate in writing, in monthly installments of Sixty-five and 89/100ths _____ Dollars (\$ 65.89), commencing on the first day of September, 1961, and on the first day of each month thereafter until the principal and interest are fully paid except that the final payment of principal and interest, if not sooner paid, shall be due and payable on the first day of August, 19 91.

If default be made in the payment of any installment under this note, and if such default is not made good prior to the due date of the next such installment, the entire principal sum and accrued interest shall at once become due and payable without notice at the option of the holder of this note. Failure to exercise this option shall not constitute a waiver of the right to exercise the same in the event of any subsequent default.

Presentment, protest and notice are hereby waived.

Dorothy W. Cronin
Dorothy W. Cronin
Dorothy W. Cronin
Dorothy W. Cronin

Gwendolyn S. Osmond
Gwendolyn S. Osmond, Unmarried

THIS IS TO CERTIFY that this is the note described in, and secured by, a Deed of Trust of even date herewith and in the same principal amount as herein stated to

THOMAS J. SWEENEY and NATHANIEL J. TAUBE

Trustee(s),

on real estate located in Anne Arundel County, State of Maryland, and known as:
Lot 6, Block 28, Plat of Harundale, Section Four
Dated this 3rd day of July, 19 61.

MY COMMISSION EXPIRES AUG 27 A.M. 1962

Dorothy W. Cronin
Dorothy W. Cronin, Notary Public.

IN THE MATTER OF LIBER 151* PAGE 538

MORTGAGED REAL ESTATE OF *
GWENDOLYN S. OSMOND *

IN THE CIRCUIT COURT
FOR

ANNE ARUNDEL COUNTY

No. 15,823 Equity

STATEMENT OF CLAIM

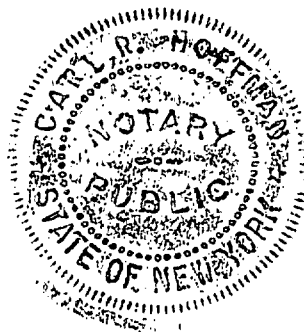
Principal Balance due as of 1/1/63	\$11,375.58
Interest to August 10, 1963	<u>382.80</u>
	\$11,758.38
Plus Advance in escrow account	<u>73.59</u>
	<u>\$11,831.97</u>

11,375.58
382.80
11,758.38
73.59
11,831.97

STATE OF NEW YORK }
COUNTY OF NEW YORK } SS.:

I HEREBY CERTIFY, that on this 13 day of August, 1963,
before me, the subscriber, a Notary Public of the State of
New York, in and for the County aforesaid, personally
appeared FRANK A. FEY, Executive Assistant of The Savings
Banks Retirement System, and made oath in due form of law
that the foregoing is a true statement of the amount of the
claim filed in the above case now remaining due and unpaid.

WITNESS my hand and Notarial Seal.



Carl R. Hoffman
Notary Public

CARL R. HOFFMAN
NOTARY PUBLIC, State of New York
No 30-6927905
Qualified in Nassau County
Term Expires March 30, 1964

FILED

1963 AUG 27 PM 3:02

AFFIDAVIT OF NON-MILITARY SERVICE

No. 15,823 Equity

DISTRICT OF COLUMBIA
~~ANNE ARUNDEL COUNTY,~~ }
~~STATE OF MARYLAND,~~ } ss:

LIBER 151 PAGE 539

I hereby certify that, on this 15th day of August, 19 63, personally appeared before me, the subscriber, a Notary Public of the State of District of Columbia ~~Maryland, in and for Anne Arundel County,~~

THOMAS J. SWEENEY and NATHANIEL J. TAUBE, Trustees,

plaintiffs, in the above entitled cause, and made oath, in due form of law, that defendant
(Here, state facts showing that the defendant is not in the military service of the United States of America.)

GWENDOLYN S. OSMOND,

and is not in the military service of the United States of America.

In testimony whereof, I hereunto set my hand and affix my

Notarial Seal, this 15th day of August, 19 63.



Francis R. Atwood
Francis R. Atwood Notary Public D. C.

My Commission will expire on: November 30, 1964

Filed,

FILED
1963 AUG 27 PM 3:02

Fidelity and Deposit Company

HOME OFFICE

OF MARYLAND

BALTIMORE 3 BOOK

12 PAGE 205

KNOW ALL MEN BY THESE PRESENTS:

LIBER 151 PAGE 540

No. 15,823 Equity

That we, Thomas J. Sweeney and Nathaniel J. Taube, Trustees

.....as Principal,
and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, a body corporate, duly incorporated under the laws
of the State of Maryland, as Surety, are held and firmly bound unto the State of Maryland, in the full and
just sum of TWELVE THOUSAND FIVE HUNDRED - - - - -

.....Dollars,
to be paid to the said State or its certain Attorney, to which payment well and truly to be made, and done, we
bind ourselves and each of us, our and each of our Heirs, Executors, Administrators, Successors or Assigns
jointly and severally, firmly by these presents.

Sealed with our seals and dated this 16th day of October
in the year of our Lord 1963

Whereas, the above bounden Thomas J. Sweeney and Nathaniel J. Taube, Trustees

by virtue of the power contained in a Deed of Trust mortgage from Gwendolyn S. Osmond

to Thomas J. Sweeney and Nathaniel J. Taube, Trusteesbearing date the 3rd day of July, 1961 and recordedamong the mortgage records of Anne Arundel Countyin Liber GTC 1489 No. Folio 340 and Thomas J. Sweeneyand Nathaniel J. Taube, Trustees, are

is about to sell the land and premises described in said mortgage, default having been made in the payment
of the money as specified, and in the conditions and covenants therein contained.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, That if the above bounden
Thomas J. Sweeney and Nathaniel J. Taube, Trustees

do and shall well and truly and faithfully perform the trust reposed in them
under the mortgage aforesaid, and shall abide by and fulfill any order or decree which shall be made by any
Court of Equity in relation to the sale of said mortgaged property, or the proceeds thereof then the above
obligation to be void, otherwise to be and remain in full force and virtue in law.

In Testimony Whereof, the above bounden Thomas J. Sweeney and Nathaniel J. Taube,
Trustees

have
has hereto set their hand s and seal s and the said body corporate has caused these presents to be
duly signed by its Attorney-in-Fact, the day and year first herein above written.

Signed, sealed and delivered in the presence of:

Francis R. Atwood
(as to both)

Thomas J. Sweeney

Nathaniel J. Taube

Witness:

FIDELITY AND DEPOSIT COMPANY OF MARYLAND

Melissa L. Cullen

As to Surety

By

Reg. P. Wain

Attorney-in-Fact

MD3228a—500, 1-51 129351

Mortgagee's or Attorney's Bond

Bond approved this 17 day of October, 1963

Louis W. Phipps, Clerk

1963 OCT 17 PM 3:48

FILED

GEORGE W. SCIBLE

LIBER 151 PAGE 541

Auctioneer

RIDGELY P. MELVIN, JR., Solicitor
212 DUKE OF GLOUCESTER ST.
ANNAPOLIS, MARYLAND

TRUSTEES' SALE

OF VALUABLE

IMPROVED-FEE SIMPLE PROPERTY

LOCATED AT 610 WARDOUR ROAD, HARUNDALE, GLEN BURNIE, MD.

By virtue of the power of sale contained in a Deed of Trust from Gwendolyn S. Osmond, dated July 3, 1961 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. 1489, folio 340, default having occurred thereunder, the undersigned, Trustees, will sell at public auction at the Court House door in the City of Annapolis, Anne Arundel County, Maryland, on

Wednesday, October 23, 1963

AT 11:00 A.M.

the following described property:

Lot No. Six (6) in Block No. Twenty-Eight (28) as shown on a Plat entitled "Plat of Harundale, Section 4" recorded among the Plat Records of Anne Arundel County in Plat Book No. 20, page 27, improved by a five room, one bath, steel and frame residence, including all electric fixtures, shades, screens, venetian blinds, Frigidaire refrigerator, Frigidaire range, Bendix automatic washer, domestic hot water heater and heater now installed.

TERMS OF SALE: A deposit of 10% will be required of the purchaser on the day of sale, and the balance to be paid in cash on ratification of sale, with interest at 6% from date of sale to date of settlement. Taxes and other public charges will be adjusted to date of sale.

FILED

1963 NOV 12 AM 10:45

THOMAS J. SWEENEY,
NATHANIEL J. TAUBE, Trustees

I hereby certify that I have this 23rd day of October, 1963, sold the within described property to SAVINGS BANKS Retirement System at and for the sum of \$ 11,376.00, being at that figure the highest bidder therefor; and I hereby further certify that said sale was fairly made.

George W. Scible
George W. Scible, Auctioneer

I, S. J. NADONLEY, hereby certify that I have this 23rd day of October, 1963, purchased the within described property from THOMAS J. SWEENEY, TRUSTEE at and for the sum of \$ 11,376.00 and hereby agree to comply with the terms of said sale as set forth on the reverse side hereof.

S. J. Nadonley
ATTORNEY FOR PURCHASER

Received 10% deposit in amount of \$ 1,137.60 this 23rd day of October, 1963, from *S. J. Nadonley*.

Ray P. Melin
Attorney for Trustees

11276.00
1127.60
10238.40

FILED
1963 NOV 12 AM 10:45
12

RIDGELY P. MELVIN, JR.
Solicitor
212 Duke of Gloucester St.
Annapolis, Maryland

Trustees' Sale

Of Valuable Improved
Fee Simple Property

Located at 610 Wardour Road,
Harundale, Glen Burnie, Md.

By virtue of the power of sale contained in a Deed of Trust from Gwendolyn S. Osmond, dated July 3, 1961 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. 1489, folio 340, default having occurred thereunder, the undersigned, Trustees, will sell at public auction at the Court House door in the City of Annapolis, Anne Arundel County, Maryland, on

Wed., Oct. 23, 1963
at 11:00 A.M.

the following described property:
Lot No. Six (6) in Block No. Twenty-Eight (28) as shown on a Plat entitled "Plat of Harundale, Section 4" recorded among the Plat Records of Anne Arundel County in Plat Book No. 20, page 27, improved by a five room, one bath, steel and frame residence, including all electric fixtures, shades, screens, venetian blinds, Frigidaire refrigerator, Frigidaire range, Bendix automatic washer, domestic hot water heater and heater now installed.

TERMS OF SALE: A deposit of 10 per cent will be required of the purchaser on the day of sale, and the balance to be paid in cash on ratification of sale, with interest at 6 per cent from date of sale to date of settlement. Taxes and other public charges will be adjusted to date of sale.

Thomas J. Sweeney
Nathanial J. Taube, Trustees
George Seible
Auctioneer

O-17

OFFICE OF

15, 823

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

CERTIFICATE OF PUBLICATION

Annapolis, Md., October 21, 1963

We hereby certify, that the annexed

Trustees' Sale

"Gwendolyn S. Osmond"

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel

County, Maryland, once a week for 3

successive weeks before the 23rd

day of October, 1963. The first

insertion being made the 3rd day of

October, 1963.

FILED
THE CAPITAL-GAZETTE PRESS, INC.

1963 OCT 22 PM 4:21

By

Lillian L. French

LIBER 151 PAGE 543

IN THE MATTER OF

IN THE CIRCUIT COURT

MORTGAGED REAL ESTATE OF

*

FOR

GWENDOLYN S. OSMOND

*

ANNE ARUNDEL COUNTY

*

NO. 15,823 Equity

AFFIDAVIT

Pursuant to Rule BR 6(b)3 of the Maryland Rules or Procedure,
the following affidavit is filed in support of ratification of the
sale reported in these proceedings.

STATE OF NEW YORK)
) ss.
COUNTY OF NEW YORK)

ROBERT MATHERSON, JR., first being duly sworn, deposes
and says that he is the President of The Savings
Banks Retirement System, a Pension Trust organized under Section 200 of
the insurance laws of New York;

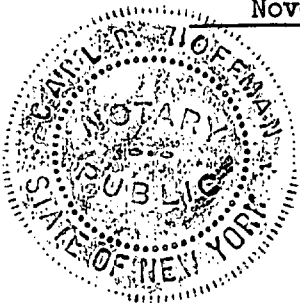
That the said Trust is acting on its own behalf and not as
agent;

That there are no others except the Trust interested as
principals;

That neither the Trust nor its agents or attorneys have directly
or indirectly discouraged anyone from bidding for the said property.

Robert Matherson, Jr.
Robert Matherson, Jr.
President

Subscribed and sworn to before me this 6 day of
November, 1963.



FILED

1963 NOV 12 AM 10:45

Carl R. Hoffman
Notary Public, New York

CARL R. HOFFMAN
NOTARY PUBLIC, State of New York
No 30-6927905
Qualified in Nassau County
Term Expires March 30, 1964

IN THE MATTER OF

IN THE CIRCUIT COURT

MORTGAGED REAL ESTATE OF

*

FOR

GWENDOLYN S. OSMOND

*

ANNE ARUNDEL COUNTY

NO. 15,823 Equity

*

REPORT OF SALE

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The report of Thomas J. Sweeney and Nathaniel J. Taube, Trustees, respectfully shows:

1. That under and by virtue of the power of sale contained in a Deed of Trust from Gwendolyn S. Osmond, dated July 3, 1961, and recorded among the Land Records of Anne Arundel County in Liber G.T.C. 1489, folio 340, default having occurred thereunder, the said Trustees, after having given due notice of the time, place, manner and terms of sale by advertisement in the Maryland Gazette, a newspaper printed and published in Anne Arundel County, and also by handbills distributed throughout the vicinity of the property and elsewhere, did on Wednesday, October 23, 1963 at 11:00 a.m. at the Court House door in the City of Annapolis, Maryland, offer the said property described for sale by public auction; and the said Thomas J. Sweeney and Nathaniel J. Taube, Trustees, then and there sold the said property to The Savings Banks Retirement System, at and for the sum of \$11,376.00, it being at that figure the highest bidder therefor; the said property being the following:

Lot numbered Six (6) in Block numbered Twenty-eight (28), as shown on a Plat entitled "Plat of Harundale, Section No. 4", recorded among the Plat Records of Anne Arundel County in Plat Book No. 20 at Page 27.

2. And the said Trustees further report that they have received from the purchaser the deposit of \$1,137.60, required by the terms of

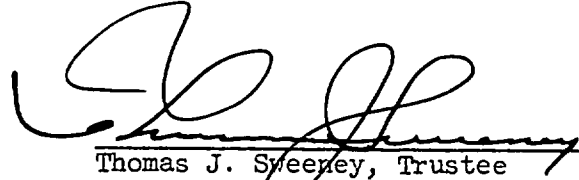
FILED

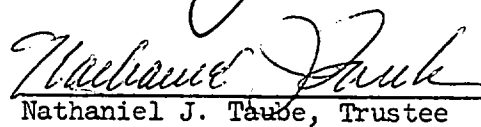
1963 NOV 12 AM 10:44

said sale, and have also obtained the written agreement of the purchaser to comply with the other terms, the same being as follows:

"TERMS OF SALE: A deposit of 10% will be required of the purchaser on the day of sale, and the balance to be paid in cash on ratification of sale, with interest at 6% from date of sale to date of settlement. Taxes and other public charges will be adjusted to date of sale."

Respectfully submitted,


Thomas J. Sweeney, Trustee



Nathaniel J. Taube, Trustee

DISTRICT OF COLUMBIA: ss

I HEREBY CERTIFY that on this 29th day of October, 1963, before me, the subscriber, a Notary Public in and for the District of Columbia, personally appeared THOMAS J. SWEENEY and NATHANIEL J. TAUBE, Trustees, and made oath in due form of law that the matters and things stated in the foregoing Report of Sale are true, and that the said sale was fairly made.

WITNESS my hand and Notarial Seal.




Frances R. Atwood Notary Public D.C.
My Commission Expires November 30, 1964

ORDER NISI

IN THE MATTER OF MORTGAGED
REAL ESTATE OF
GWENDOLYN S. OSMOND
~~XXXXXX~~

LIBER 151 PAGE 547

CIRCUIT COURT

FOR
ANNE ARUNDEL COUNTY

No. 15,823 Equity

Ordered, this 12th day of November, 1963, That the sale of the property in these proceedings mentioned made and reported by Thomas J. Sweeney and Nathaniel J. Taube, Trustees

BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 16th day of December next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 16th day of December next.

The report states that the amount of sale was \$ 11,376.00.

Louis N. Phipps Clerk.

True Copy,

Ridgely P. Melvin, Jr., Atty. TEST: For the Maryland Gazette (Nov. 14th Edition) Clerk.
(Final Order)

IN THE MATTER OF MORTGAGED
REAL ESTATE OF GWENDOLYN S. OSMOND
~~XXXXXX~~

IN THE
CIRCUIT COURT
FOR
ANNE ARUNDEL COUNTY

Term, 19

ORDERED BY THE COURT, This 17th day of December, 1963, that the sale made and reported by the Trustees aforesaid, be and the same is hereby finally Ratified and Confirmed no cause to the contrary having been shown, although due notice appears to have been given as required by the Order Nisi, passed in said cause; and the Trustees allowed the usual commissions and such proper expenses as he shall produce vouchers for the Auditor.

FILED

1963 DEC 17 PM 3:07

George Sachs
JUDGE.

Order Nisi

IN THE CIRCUIT COURT FOR
ANNE ARUNDEL COUNTY
No. 15.823 EQUITY

IN THE MATTER OF MORT-
GAGED REAL ESTATE OF
GWENDOLYN S. OSMOND

Ordered, this 12th day of Nov-
ember, 1963, That the sale of
the property in these proceed-
ings mentioned made and re-
ported by Thomas J. Sweeney
and Nathaniel J. Taube, Trust-
ees BE RATIFIED AND CON-
FIRMED, unless cause to the
contrary thereof be shown on or
before the 16th day of Decem-
ber next; Provided, a copy of
this Order be inserted in some
newspaper published in Anne
Arundel County, once in each of
three successive weeks before
the 16th day of December next.

The report states that the
amount of sale was \$11,376.00.

LOUIS N. PHIPPS, Clerk
True Copy, TEST:
LOUIS N. PHIPPS, Clerk

D-5

OFF 3 OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

CERTIFICATE OF PUBLICATION

Annapolis, Md., December 6, 1963

We hereby certify, that the annexed

Order Nisi Sale

pg. 45, 823

Gwendolyn S. Osmond

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel

County, Maryland, once a week for 4

successive weeks before the 16th

day of December, 1963. The first

insertion being made the 14th day of

November, 1963.

FILED THE CAPITAL-GAZETTE PRESS, INC.

18 No. M. G. 7373 1963 DEC -9 AM 10:46

By H. Titchman

LIBER 151 PAGE 548

In the Case of

LIBER 151 PAGE 549

MORTGAGED REAL ESTATE OF GWENDOLYN S. OSMOND

In the

Circuit Court

For

Anne Arundel County

No. 15,823 Equity

VS.

To the Honorable, the Judges of said Court:

The Auditor reports to the Court that he has examined the proceedings in the above entitled cause, and from them he has stated the within account, and that he has this day given notice of the filing of this account to all parties and persons who have filed a claim to the proceeds of sale herein, in accordance with General Equity Rule #595.

1504 FEB -5 PM 1:53

FILED

All of which is respectfully submitted.

Arthur A. Anderson
Auditor.

FINAL ORDER

ORDERED BY THE COURT, this 21st day of February, 1964, that the foregoing Report and Account of the Auditor be and the same is hereby finally ratified and confirmed, no cause to the contrary having been shown, and that the Trustee apply the proceeds accordingly with a due proportion of interest as the same has been or may be received.

Louis N. Phipps
Clerk
Per: *A. Jankowski*, deputy

FILED

1964 FEB 21 AM 10:44

Dr. Mortgaged Real Estate of Gwendolyn S. Osmond

LIBER 151 PAGE 550

In Acct. with Thomas J. Sweeney & Nathaniel J. Taube, Trustees

Cr.

By	Amount of Sale, as per Trustees' Report						
	of Sale filed			11,376	00		
By	Interest, 6%, on deferred payment,						
	\$10,238.40, from 10/23/63 to 12/23/63			102	38		
						11,478	38
To	Trustees, for commission, viz	113	76				
				113	76		
To	Trustees, for Court costs, viz						
	Plaintiff's Solicitor, appearance fee	10	00				
	Clerk, for Court costs	28	00				
	Auditor, this account	22	50				
				60	50		
To	Trustees, for expenses, viz						
	Capital-Gazette Press, Inc.						
	Advertising & Nisi - Sale	59	64				
	Speer Publications - Hand Bills	17	00				
	Fidelity & Deposit Co. of Md. - Bond	54	00				
	George W. Scible - Auctioneers fee	35	00				
				165	64		
To	The Savings Banks Retirement System, on						
	account of mortgage claim	11,138	48				
				11,138	48		
						11,478	38
	Balance due on Mortgage, as per claim						
	filed	11,831	97				
	Interest, 5 $\frac{1}{2}$ %, on principal balance,						
	\$11,449.17, from 8/10/63 to 2/20/64	337	34				
		12,169	31				
	Credit amount allowed above	11,138	48				
	This amount subject to decree in personam	1,030	83				

ELIOT SISKIND
Attorney at Law
12 Crain Highway, N. W.
Glen Burnie, Maryland

EQUITY NO. 13447

Plaintiff

vs.

Theodore D. Austin and
Gwendolyn H. Austin, his wife
3760 Hayes Street, N. E.
Washington, D. C.
and/or

The unknown heirs and devisees
of Theodore D. Austin and
Gwendolyn H. Austin, his wife

And any and all persons having or claiming to have any interest in
the following described real estate located in the Seventh
Election District of Anne Arundel County, to wit:

Lot or .29 Acre Block 455 Deale to Parker's Creek
near Tyler's Road.

Martha Mantz
c/o N. Baker Mantz
RFD 2, Box 16
Brandywine, Maryland
and/or

The unknown heirs and devisees
of Martha Mantz

And any and all persons having or claiming to have any interest in
the following described real estate located in the Seventh
Election District of Anne Arundel County, to wit:

Lots 1 and 2 Block 6, Section A 25 X 100 each as shown
on Plat of Avalon Shores.

William J. Blackmon and
Lillie M. Blackmon, his wife
Elvaton
Millersville, Maryland
and/or

The unknown heirs and devisees
of William J. Blackmon and
Lillie M. Blackmon, his wife

And any and all persons having or claiming to have any interest in
the following described real estate located in the Third Election
District of Anne Arundel County, to wit:

Lot 61 Imps. J.H.H. 807-335 as shown on the Plat of
Elvaton Acres.

Defendants

BILL OF COMPLAINT TO FORECLOSE EQUITIES OF REDEMPTION

TO THE HONORABLE, THE JUDGES OF SAID COURT:

Your Plaintiff complaining says:

1. That he brings this action for the purpose of
foreclosing the rights of redemption in and to the properties
hereinafter set forth under and by virtue of Article 81 of the
Annotated Code of Maryland.

1953 OCT -5 PM 3:41

2. That on October 14, 1957, your Plaintiff, at a regular tax sale, purchased from The Treasurer of Anne Arundel County, and Collector of Taxes for the State of Maryland and Anne Arundel County, and received Certificates of Tax Sale therefor from said Collector of Taxes to the following real estate located in Anne Arundel County, to wit:

- (1) Certificate No. 3363 - Lot or .29 Acre Block 455 Deale to Parker's Creek near Tyler's Road, Seventh Election District.
- (2) Certificate No. 3366 - Lots 1 and 2 Block 6, Section A 25 X 100 each as shown on Plat of Avalon Shores, Seventh Election District.
- (3) Certificate No. 3321 - Lot 61 Imps. J.H.H. 807-335 as shown on the Plat of Elvaton Acres, Third Election District.

3. That said Tax Sale Certificates as hereinabove set forth, to wit: Numbers 3363, 3366, and 3321, dated October 14, 1957, setting forth the aforesaid sales to your Plaintiff, are attached hereto and filed herewith as "Plaintiff's Exhibits Numbers 1 to 3", inclusive and are prayed to be read and considered a part hereof as fully as if incorporated herein.

4. That a diligent and careful search of the Land Records, Law and Equity Records, Tax and Assessment Records and the Records of the Register of Wills of Anne Arundel County reveals:

- (1) That Theodore D. Austin and Gwendolyn H. Austin, his wife, are the record owners of Lot or .29 Acre Block 455 Deale to Parker's Creek near Tyler's Road, Seventh Election District.
- (2) That Martha Mantz is the record owner of Lots 1 and 2 Block 6, Section A 25 X 100 each as shown on Plat of Avalon Shores, Seventh Election District.
- (3) That William J. Blackmon and Lillie M. Blackmon, his wife, are the record owners of Lot 61 Imps. J.H.H. 807-335 as shown on the Plat of Elvaton Acres, Third Election District.

5. That the aforementioned and described real estate has not been redeemed by the Defendants herein nor by anyone claiming through ~~through~~ them, although more than one year and a day has elapsed from the aforesaid date of the aforesaid tax sale.

LIBR 151 PAGE 552

6. That the Plaintiff purchased all the land hereinabove mentioned at the aforesaid tax sale held on October 14, 1957, as required by statute in such cases made and provided under the laws of the State of Maryland, said properties having been advertised and sold for taxes due, in arrears and unpaid to Anne Arundel County and the Plaintiff bid and paid for the aforesaid Tax Sale Certificates the following amounts:

<u>CERTIFICATE NO.</u>	<u>BID</u>	<u>PRICE PAID</u>
(1) 3363	\$30.00	\$28.88
(2) 3366	60.00	34.56
(3) 3321	80.00	51.61

7. That the amounts necessary for redemption of each of the aforesaid Tax Sale Certificates are as follows:

<u>CERTIFICATE NO.</u>	<u>AMOUNT DUE</u>
(1) 3363	\$28.88
(2) 3366	34.56
(3) 3321	51.61

Plus taxes to date, penalties, interest and the total disbursements of the holder of the Certificates of Tax Sale and costs on each of the above Certificates.

TO THE END THEREFORE, YOUR PLAINTIFF PRAYS:

(1) That Writs of Subpoenae be issued and served upon the Defendants herein commanding them to appear in this Court on some day certain to be named therein and make answer thereto.

(2) That an Order of Publication be granted unto your Plaintiff, directed to the Defendants and to all parties in interest, commanding them to appear in this Court on some certain day to be stated therein and answer the exigencies of the Bill of Complaint.

(3) That this Court enter a Final Decree foreclosing all rights of redemption of the Defendants and all persons having or claiming to have any interest in the hereinabove described property.

(4) That the Final Decree herein provide that the Treasurer for Anne Arundel County execute to Plaintiff a Deed to the properties herein involved vesting in Plaintiff a good and marketable title, indefeasible and absolute, in fee simple and free and clear of any and all liens, claims and encumbrances to date of said Decree.

(5) And for such other and further relief as the nature of this case may require and may seem just and proper to this Court.

And as in duty bound, etc.

Eliot Siskind
Eliot Siskind

Eliot Siskind
Eliot Siskind
Solicitor for Plaintiff
12 Crain Highway, N. W.
Glen Burnie, Maryland
Southfield 6-3750

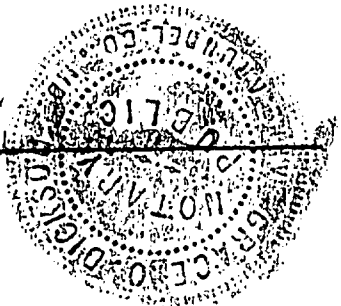
STATE OF MARYLAND, ANNE ARUNDEL COUNTY, to wit:

Eliot Siskind, being first duly sworn and on oath deposes and says that he is the Plaintiff herein, and he has read the foregoing Bill of Complaint to Foreclose Equities of Redemption by him signed and knows the contents thereof and verily believes same to be true to the best of his knowledge and belief.

Eliot Siskind
Eliot Siskind

SUBSCRIBED and SWORN to before me this 5th day of Oct., 1959.

Grace D.
Notary Public

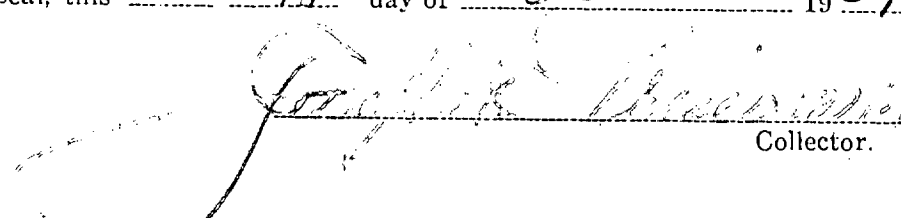


A 3321 CERTIFICATE OF TAX SALE

JOSEPH H. GRISCOM, Sr.

no 13,447
EquityI, County Treasurer, Collector of Taxes for the State of Maryland and theCounty of Anne Arundel, hereby certify that on October 14th 1957, I sold to E.Siskind at public auction for the sum of 80⁰⁰/₂ Dollars and51⁶¹/₂ Cents, of which 51⁶¹/₂ Dollars has been paid as a deposit on the propertyin Dist # 3 described as lot 61 ImpsJ/H. 807-335 as shown on the
plat of Elvaton Acresand assessed to L M + Jm J Blackman

The property described herein is subject to redemption. Upon redemption the holder of this certificate will be refunded the sums paid on account of the purchase price together with interest thereon at the rate of six per cent per annum from the date of payment to the date of redemption, together with all other amounts specified by Chapter 761 of the Acts of 1943, and acts amendatory thereof. The balance due on account of the purchase price and all taxes, together with interest and penalties thereon, accruing subsequent to the date of sale, must be paid to the Collector before a deed can be delivered to the purchaser. After October 15th 1958, a proceeding can be brought to foreclose all rights of redemption in the property. This certificate will be void unless such a proceeding is brought within two years from the date of this certificate.

Witness my hand and seal, this 14 day of Oct 19 57

Collector.

State of Maryland, Anne Arundel County, Sct:

I hereby certify, that on this 14th day of October, 1957, before me, the subscriber, a Notary Public for the State of Maryland, in and for Anne Arundel County, personally appeared, Joseph H. Griscom, Sr., Treasurer and Collector of Taxes for Anne Arundel County and the State of Maryland, and acknowledged the foregoing certificate to be his act.

Witness my hand and seal Notarial.

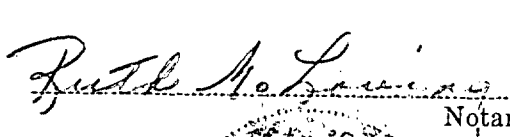

Notary Public.
My Commission Expires May 4, 1959

Exhibit 1

1959 OCT 15

A 3366

CERTIFICATE OF TAX SALE

no 13.447
Equity

LABER

151 PAGE 556

I, JOSEPH H. GRISCOM, Sr., Collector of Taxes for the State of Maryland and the
County Treasurer
County of Anne Arundel, hereby certify that on October 14th 1957, I sold to E. Sickel
102 Blk - Comp, Abol. N.E. Hillman md
at public auction for the sum of 6.0 Dollars and 0.0
Cents, of which 34.56 Dollars has been paid as a deposit on the property
in 7th Dist described as Lot 1-2 Blk 6 Sec. A
25x100 ea. as shown on plat of Avalon Shores

and assessed to Martha Mantz & N. Baker Mantz
MANTZ MANTZ

The property described herein is subject to redemption. Upon redemption the holder of this certificate will be refunded the sums paid on account of the purchase price together with interest thereon at the rate of six per cent per annum from the date of payment to the date of redemption, together with all other amounts specified by Chapter 761 of the Acts of 1943, and acts amendatory thereof. The balance due on account of the purchase price and all taxes, together with interest and penalties thereon, accruing subsequent to the date of sale, must be paid to the Collector before a deed can be delivered to the purchaser. After October 15th 1958, a proceeding can be brought to foreclose all rights of redemption in the property. This certificate will be void unless such a proceeding is brought within two years from the date of this certificate.

Witness my hand and seal, this 14 day of Oct 1957

Joseph H. Griscom, Sr.
Collector.

State of Maryland, Anne Arundel County, Sct:

I hereby certify, that on this 14th day of October, 1957, before me, the subscriber, a Notary Public for the State of Maryland, in and for Anne Arundel County, personally appeared, Joseph H. Griscom, Sr., Treasurer and Collector of Taxes for Anne Arundel County and the State of Maryland, and acknowledged the foregoing certificate to be his act.

Witness my hand and seal Notarial,

Ruth M. Lewis
Notary Public.

My Commission Expires May 4, 1959



Exhibit 2

A 3363

CERTIFICATE OF TAX SALE

No 13.447
Equity

I, JOSEPH H. GRISCOM, Sr., Collector of Taxes for the State of Maryland and the
County Treasurer
County of Anne Arundel, hereby certify that on October 14th 1957, I sold to E. Siskind

at public auction for the sum of 30 Dollars and 00

Cents, of which 28-88 Dollars has been paid as a deposit on the property

in 7th. Dist. described as Lot on 29 Ave Blk 455-

Deale to Parks Ch. situated on Tyler Rd.

and assessed to Theodore D. + S. H. Austin

The property described herein is subject to redemption. Upon redemption the holder of this certificate will be refunded the sums paid on account of the purchase price together with interest thereon at the rate of six per cent per annum from the date of payment to the date of redemption, together with all other amounts specified by Chapter 761 of the Acts of 1943, and acts amendatory thereof. The balance due on account of the purchase price and all taxes, together with interest and penalties thereon, accruing subsequent to the date of sale, must be paid to the Collector before a deed can be delivered to the purchaser. After October 15th 1958, a proceeding can be brought to foreclose all rights of redemption in the property. This certificate will be void unless such a proceeding is brought within two years from the date of this certificate.

Witness my hand and seal, this 14 day of Oct 19 57

Joseph H. Griscom, Sr.
Collector.

State of Maryland, Anne Arundel County, Sct:

I hereby certify, that on this 14th day of October, 1957, before me, the subscriber, a Notary Public for the State of Maryland, in and for Anne Arundel County, personally appeared, Joseph H. Griscom, Sr., Treasurer and Collector of Taxes for Anne Arundel County and the State of Maryland, and acknowledged the foregoing certificate to be his act.

Witness my hand and seal Notarial,

Notary Public.

My Commission Expires May 4, 1959



Exhibit 3

1959 OCT

ELIOT SISKIND
Attorney at Law
12 Crain Highway, N. W.
Glen Burnie, Maryland

LIBER 151 PAGE 558

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY, MARYLAND

ELIOT SISKIND *
12 Crain Highway, N. W. *
Glen Burnie, Maryland *
Plaintiff *

EQUITY NO. 13,447

vs.

Theodore D. Austin and Gwendolyn H. Austin, his wife, 3760 Hayes Street, N. E. Washington, D. C. and/or The unknown heirs and devisees of Theodore D. Austin and Gwendolyn H. Austin, his wife,

Martha Mantz c/o N. Baker Mantz, RFD 2, Box 16, Brandywine, Maryland and/or The unknown heirs and devisees of Martha Mantz,

William J. Blackmon and Lillie M. Blackmon, his wife, Elvaton, Millersville, Maryland and/or The unknown heirs and devisees of William J. Blackmon and Lillie M. Blackmon, his wife,

And any and all persons having or claiming to have any interest in the following described real estate, located in Anne Arundel County, Maryland, to wit:

<u>DISTRICT</u>	<u>DESCRIPTION</u>	<u>CERTIFICATE NO.</u>
(1) Seventh	Lot or .29 Acre Block 455 Deale to Parker's Creek near Tyler's Road.	3363
(2) Seventh	Lots 1 and 2 Block 6, Section A 25 X 100 each as shown on Plat of Avalon Shores.	3366
(3) Third	Lot 61 Imps. J.H.H. 807- 335 as shown on the Plat of Elvaton Acres.	3321

All as substantially described in Certificates of Tax Sale sold by the Collector of Taxes for the State of Maryland and Anne Arundel County, to Eliot Siskind, Plaintiff, on October 14, 1957, for the amounts in said Certificates hereinafter set forth:
Defendants

ORDER OF PUBLICATION

The object and purpose of these proceedings is to secure the foreclosure of all rights of redemption of the Defendants in and to the following described property located in Anne Arundel County, Maryland, and sold on the 14th day of October, 1957, by the County Treasurer and Collector of Taxes for the State of Maryland and Anne Arundel County, to Eliot Siskind, Plaintiff in these proceedings, for taxes due and in arrears, by the following Tax Sale Certificates and assessed and described

1559 OCT -6 PM 9:01
FILED

on the Books of Assessment and Taxation as follows:

- (1) Certificate No. 3363 - Lot or .29 Acre Block 455 Deale to Parker's Creek near Tyler's Road, Seventh Election District and assessed to Theodore D. Austin and Gwendolyn H. Austin, his wife, and sold to Plaintiff for \$30.00 of which sum \$28.88 has been paid.
- (2) Certificate No. 3366 - Lots 1 and 2 Block 6, Section A 25 X 100 each as shown on Plat of Avalon Shores, Seventh Election District, and assessed to Martha Mantz and sold to Plaintiff for \$60.00 of which sum \$34.56 has been paid.
- (3) Certificate No. 3321 - Lot 61 Imps. J.H.H. 807-335 as shown on the Plat of Elvaton Acres, Third Election District, and assessed to William J. Blackmon and Lillie M. Blackmon, his wife, and sold to Plaintiff for \$80.00 of which sum \$51.61 has been paid.

The Bill of Complaint states, among other things, that the amounts necessary for redemption have not been paid although more than a year and a day have elapsed since the date of said sale, October 14, 1957.

It is thereupon this 6th day of October, 1959, by the Circuit Court for Anne Arundel County, in Equity,

ORDERED, that notice be given by the insertion of a copy of this Order of Publication in some newspaper having a general circulation in Anne Arundel County once a week for four successive weeks before the 10th day of December, 1959, next, warning the said Theodore D. Austin and Gwendolyn H. Austin, his wife and/or The unknown heirs and devisees of Theodore D. Austin and Gwendolyn H. Austin, his wife; Martha Mantz and/or The unknown heirs and devisees of Martha Mantz; and William J. Blackmon and Lillie M. Blackmon, his wife and/or The unknown heirs and devisees of William J. Blackmon and Lillie M. Blackmon, his wife; and any and all persons having or claiming to have any interest in the above mentioned parcels of land and all persons interested in said property to be and appear in this Court in proper person or by solicitor on or before the 10th day of December, 1959, and redeem the aforementioned property and answer the Bill of Complaint or thereafter a Final Decree will be passed foreclosing all rights or redemption in the aforesaid properties and vesting in Plaintiff, Eliot Siskind, a title free and clear of all encumbrances.

George T. Cromwell
George T. Cromwell, Clerk

ELIOT SISKIND
Attorney at Law
12 Crain Highway, N.W.
Glen Burnie, Maryland

In The
Circuit Court
Of

Anne Arundel County
Equity No. 13,447

ELIOT SISKIND
12 Crain Highway, N.W.
Glen Burnie, Maryland
Plaintiff

vs.

Theodore D. Austin and Gwendolyn H. Austin, his wife, 3760 Hayes Street, N.E. Washington, D.C. and/or The unknown heirs and devisees of Theodore D. Austin and Gwendolyn H. Austin, his wife,

Martha Mantz c/o N. Baker Mantz, RFD 2, Box 16, Brandywine, Maryland and/or The unknown heirs and devisees of Martha Mantz,

William J. Blackmon and Lillie M. Blackmon, his wife, Elvaton, Millersville Maryland and/or The unknown heirs and devisees of William J. Blackmon and Lillie M. Blackmon; his wife.

And any and all persons having or claiming to have any interest in the following described real estate, located in Anne Arundel County, Maryland, to wit:

(1) Seventh District, Lot or .29 Acre Block, 455 Deale to Parker's Creek near Tyler's Road. Certificate No. 3363.

(2) Seventh District, Lots 1 and 2 Block 6, Section A 25 X 100 each as shown on Plat of Avalon Shores. Certificate No. 3366.

(3) Third District, Lot 61 Imps. J.H.H. 807-335 as shown on the Plat of Elvaton Acres. Certificate No. 3321.

All as substantially described in Certificates of Tax Sale sold by the Collector of Taxes for the State of Maryland and Anne Arundel County, to Eliot Siskind, Plaintiff, on October 14, 1957, for the amounts in said Certificates hereinafter set forth:

Defendants

Order Of
Publication

The object and purpose of these proceedings is to secure the foreclosure of all rights of redemption of the Defendants in and to the following described property located in Anne Arundel County, Maryland, and sold on the 14th day of October, 1957, by the County Treasurer and Collector of Taxes for the State of Maryland and Anne Arundel County, to Eliot Siskind, Plaintiff in these proceedings, for taxes due and in arrears, by the following Tax Sale Certificates and, assessed and described on the Books of Assessment and Taxation as follows:

(1) Certificate No. 3363 - Lot or .29 Acre Block 455 Deale to Parker's Creek near Tyler's Road, Seventh Election District and assessed to Theodore D. Austin and Gwendolyn H. Austin, his wife, and sold to Plaintiff for \$30.00 of which sum \$28.88 has been paid.
(2) Certificate No. 3366 - Lots 1 and 2 Block 6, Section A 25 X 100 each as shown on Plat of Avalon Shores, Seventh Election District, and assessed to Martha Mantz and sold to Plaintiff for \$60.00 of which sum \$34.56 has been paid.

OFFICE OF

THE STAR LIBER 151 PAGE 560

GLEN BURNIE, MD.,

October 30, 1959

THIS IS TO CERTIFY, that the annexed advertisement of

Order Publication

was inserted in THE ANNE ARUNDEL STAR, a weekly newspaper and published in Anne Arundel County, Maryland, once a week for four successive weeks before the 30th day of October 19 59 , that is to say the same was inserted in the issues of Oct. 8, 15, 22, 29, 1959

STROMBERG PUBLICATIONS, Inc.

Publisher.

FILED

By

Edith Greenwood

1959 NOV -2 AM 9:17

(3). Certificate No. 2321 - Lot 61 Imps. J.H.H. 807-335 as shown on the Plat of Elvaton Acres, Third Election District, and assessed to William J. Blackmon and Lillie M. Blackmon, his wife, and sold to Plaintiff for \$80.00 of which sum \$51.61 has been paid.

The Bill of Complaint states, among other things, that the amounts necessary for redemption have not been paid although more than a year and a day have elapsed since the date of said sale, October 14, 1957.

It is thereup this 6th day of October, 1959, by the Circuit Court for Anne Arundel County, in Equity,

ORDERED, that notice be given by the insertion of a copy of this Order of Publication in some newspaper having a general circulation in Anne Arundel County once a week for four successive weeks before the 10th day of December, 1959, next, warning the said Theodore D. Austin and Gwendolyn H. Austin, his wife and/or The unknown heirs and devisees of Theodore D. Austin and Gwendolyn H. Austin, his wife; Martha Mantz; and/or The unknown heirs and devisees of Martha Mantz; and William J. Blackmon and Lillie M. Blackmon, his wife and/or The unknown heirs and devisees of William J. Blackmon and Lillie M. Blackmon, his wife; and any and all persons having or claiming to have any interest in the above mentioned parcels of land and all persons interested in said property to be and appear in this Court in proper person or by solicitor on or before the 10th day of December, 1959, and redeem the aforementioned property and answer the Bill of Complaint or there-after a Final Decree will be passed foreclosing all rights or redemption in the aforesaid properties and vesting in Plaintiff, Elliot Siskind, a title free and clear of all encumbrances.

GEORGE T. CROMWELL, Clerk
True Copy, TEST:

GEORGE T. CROMWELL, Clerk
To Oct. 29

ELIOT SISKIND
12 Crain Highway, N. W.
Glen Burnie, Maryland

Plaintiff

vs.

MARTHA MANTZ c/o N. Baker Mantz
RFD 2, Box 16, Brandywine, Maryland
and/or The unknown heirs and devisees
of Martha Mantz,

WILLIAM J. BLACKMON and LILLIE M.
BLACKMON, his wife, Elvaton,
Millersville, Maryland and/or The
Unknown heirs and devisees of
William J. Blackmon and Lillie M.
Blackmon, his wife.

IN THE
CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

EQUITY NO. 13,447

DECREE PRO CONFESSO

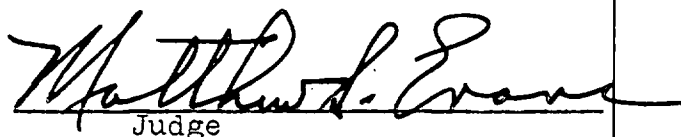
It appearing from the proceedings in this cause that the Order of Publication heretofore issued herein has been duly published in The Star, a newspaper of general circulation in Anne Arundel County, Maryland, as prescribed by said Order against all the Defendants named herein, and all persons having or claiming to have any interest in the real estate therein described as assessed to said Defendants and sold to Plaintiff on the 14th day of October, 1957, for non payment of taxes due for the year, 1956.

And it further appearing that subpoenas issued out of this Court directed to the Defendants William J. Blackmon and Lillie M. Blackmon, his wife has been returned "Non Est", twice.

And it further appearing that subpoenas issued out of this Court directed to Defendant, Martha Mantz, has been returned "Mortuous Est", twice.

And it further appearing that all of the aforesaid Defendants have failed to enter their appearances herein in person or by Solicitor, have failed to file an answer to the Bill of Complaint, and the time within which said Defendants could so appear and file an answer having now expired it is, thereupon, this 23rd day of March, 1960, by the Circuit Court for Anne Arundel County, in Equity:

Adjudged, Ordered and Decreed that the Bill of Complaint be, and the same is hereby taken Pro Confesso against the said Defendants, and all persons having or claiming to have any interest in the real estate therein described as same is assessed to said Defendants and described on the Books of the County Treasurer, and sold as aforesaid to the Plaintiff on the 14th day of October, 1957.


Judge

FILED

1960 MAR 24 AM 9:11

ELIOT SISKIND
12 Crain Highway, N. W.
Glen Burnie, Maryland

Plaintiff

vs.

MARTHA MANTZ c/o N. Baker Mantz
RFD 2, Box 16, Brandywine, Maryland
and/or The unknown heirs and devisees
of Martha Mantz,

WILLIAM J. BLACKMON and LILLIE M.
BLACKMON, his wife, Elvaton,
Millersville, Maryland and/or The
Unknown heirs and devisees of
William J. Blackmon and Lillie M.
Blackmon, his wife.

Defendants

* IN THE
* CIRCUIT COURT

* FOR

* ANNE ARUNDEL COUNTY

* EQUITY NO. 13,447

*

*

*

FINAL DECREE FORECLOSING EQUITIES OF REDEMPTION

The Proceedings of this cause having been read and considered and it appearing to this Court that subpoenas issued out of this Court directed to William J. Blackmon and Lillie M. Blackmon, his wife, have been returned twice "Non-Est" as will more fully appear from the Sheriff's returns filed herein.

And it further appearing to this Court that subpoenas issued out of this Court directed to Martha Mantz have been returned twice "Mortuous Est" as will more fully appear from the Sheriff's returns filed herein.

And it further appearing that a Decree Pro Confesso was entered herein against all of the Defendants mentioned, and that none of the aforesaid parties against whom the Decree Pro Confesso was entered, have entered their appearances herein or filed an answer to these proceedings, it is by the Circuit Court for Anne Arundel County sitting in Equity this 26th day of April 1960

Adjudged, Ordered and Decreed that all rights of redemption to the properties mentioned herein of the defendants, Martha Mantz, William J. Blackmon and Lillie M. Blackmon, his wife, and any and all persons having or claiming to have any right, title or interest in the hereinafter described properties, be and they are hereby forever foreclosed, and as between the parties to this suit, an absolute and indefeasible title in fee simple vests in the Plaintiff in and to the following described properties sold to the Plaintiff on the 14th day of October, 1957 for non-payment of taxes for the year 1956

- (1) Certificate No. 3366-Lots 1 and 2 Block 6, Section A 25 X 100 each as shown on Plat of Avalon Shores, Seventh Election District.
- (2) Certificate No. 3321-Lot 61 Imps. J.H.H. 807-335 as shown on the Plat of Elvaton Acres, Third Election District.

free and clear of all alienations and dissents of said properties occurring prior to this Decree, and free of all encumbrances


FILED

1960 APR 27 AM 10:23

thereon, except taxes accruing subsequent to the tax sale mentioned in this cause and public easements to which said properties mentioned in this cause and proceedings are subject, and it is further;

Ordered that the Treasurer of Anne Arundel County, Maryland, Collector of State and County Taxes, execute and deliver to the Plaintiff, Eliot Siskind, in these proceedings, a Deed of Conveyance to the aforesaid lots and parcels of land and improvements, upon payment by the Plaintiff to said Treasurer of such taxes as may be due thereon, and the balance of the purchase price of the aforesaid certificates, if any, and it is further;

Ordered that the Plaintiff pay the costs of these proceedings


Judge

IN THE MATTER OF *
THE SALE OF THE *
MORTGAGED REAL ESTATE *
OF FRANCES E. ASHER, *
also known as FRANCES ASHER, *
divorced and unmarried *

NO. 15,944 EQUITY
IN THE
CIRCUIT COURT FOR
ANNE ARUNDEL COUNTY

* * * * *

ORDER TO DOCKET CASE

Mr. Clerk:

Please record the assignment of mortgage, docket the above case, file the original mortgage and assignment thereon, the statement of mortgage claim and non-military affidavit, and enter our appearance.

ANDERSON & ANDERSON

BY: Richard G. Anderson
Richard G. Anderson
92 Franklin Street
Annapolis, Maryland
Telephone: Colonial 8-5035
Solicitors for Assignee

FILED
1963 OCT 24 AM 10:02

THIS MORTGAGE, Made this 24th day of May ----- in the year
 One thousand nine hundred and sixty----- by Frances E. Asher, also known as
 Frances Asher, divorced and unmarried-----

~~xxx~~ of Anne Arundel County-----, in the State of Maryland (hereinafter sometimes
 called "the Mortgagor"), parties of the first part, and THE LAUREL BUILDING ASSOCIATION
 OF PRINCE GEORGE'S COUNTY, a corporation duly organized and existing under the laws of the
 State of Maryland (hereinafter sometimes called "the Mortgagee"), party of the second part.

WHEREAS, the Mortgagor~~x~~ being members of THE LAUREL BUILDING ASSOCIATION OF
 PRINCE GEORGE'S COUNTY and as such members sharing and participating in the profits of the
 same, have received therefrom an advance of Three thousand-----

Dollars (\$3,000.00---), on the thirty (30)----- shares of stock held and owned by the
 Mortgagor~~x~~ in their own right, being the par value of the same, at its maturity; and

WHEREAS, it is hereby expressly understood and agreed by and between the parties hereto that
 the Mortgagor~~x~~ shall have the right to prepay, in whole or in part, the indebtedness secured hereby at
 any time prior to maturity; provided, however, that in the event of any such prepayment they shall be
 obligated to pay the full amount of the interest and premium due for the calendar month in which such
 prepayment is made and the Mortgagee shall not be obligated to make any adjustment of interest or of
 premium for the period from the date of such prepayment to the last day of that calendar month and
 provided, further, that in the event that prepayment is made in full within one year from the date of this
 Mortgage, the Mortgagee may, at its election, require the Mortgagor~~x~~ to pay a premium charge of one
 percent (1%) of the original principal amount hereof; and

WHEREAS, it has been agreed by and between the Mortgagor~~s~~ and the Mortgagee that the payment
 of dues, interest, premiums and fines and of all other sums, as hereinafter provided, and the performance
 of all the covenants and conditions herein contained should be secured by a good and effectual Mortgage
 on the property hereinafter described and the execution of such Mortgage is a condition precedent
 to said advance;

*

NOW, THEREFORE, THIS MORTGAGE WITNESSETH, that, in consideration of the premises and the
 sum of one dollar (\$1.00) this day paid, the Mortgagor~~x~~ do grant and convey unto the Mortgagee, its
 successors and assigns, in fee simple, all those five----- lot(s) or parcel(s) of ground, situate,
 lying and being in the First Election District of Anne Arundel County
 particularly described as follows~~x~~, subject, nevertheless, to the restrictions,
 easements, and rights of way of record and to the restrictions, conditions,
 and covenants hereinafter referred to:

Being known and designated as lots numbered 1243, 1244, 1245, 1246,
 and 1247 as shown on a plat entitled "Map of Woodland Beach, District
 No. 1, Anne Arundel County, Maryland, Sheet No. 1", filed May 18, 1931,
 and recorded among the Plat Records of Anne Arundel County in Plat Book
 Liber F.S.R. No. 3, page 20, later filed in Plat Cabinet No. 1, rod Y,
 page 6, and now recorded in plat book No. 8, folio 8, together with all
 of the right, title, and interest of the said Mortgagor, if any, in and
 to the portion of the road or roads, streets or avenues immediately
 adjoining said premises as designated and delineated on the aforesaid plat.

BEING all of the same property which was conveyed from Solomon
 Raport and wife to Robert Asher and Frances Asher, his wife, by deed dated
 October 22, 1949 and recorded among the Land Records of Anne Arundel County
 in Liber J. H. H. 549, folio 483, and also all of the same property which
 was conveyed from Robert Asher, divorced and unmarried, to the said Frances
 E. Asher, the Mortgagor herein, by deed dated August 25, 1959, and recorded
 among the aforesaid Land Records in Liber G.T.C. No. 1326, folio 378.

660



FILED

This Mortgage is made upon the express condition and understanding between the parties hereto that if any of the following items are located on the property above described, they shall be considered as fixtures and as such shall pass as a part of the realty hereby conveyed and mortgaged, viz: All garages; all bathroom accessories, such as tub, lavatory, closet combination, built-in medicine cabinets; all kitchen accessories, such as sink, built-in kitchen units, garbage disposal unit, dishwasher, gas, electric and coal ranges; breakfast nook furniture which is attached to or affixed to the dwelling; all cellar accessories, such as laundry equipment and tubs; heating plant complete with its boiler, circulators, radiators, piping and tubing; hot water heaters; oil burner, with its motors, piping and tubing; oil tanks; built-in club room with its appurtenances; built-in radio and television antenna; all lighting fixtures; built-in mantels; screens for windows and doors, storm-windows and window shades. The foregoing enumeration of specific items shall not be construed as excluding from the operation of this Mortgage anything on said premises which would partake of the nature of a fixture or fixtures and which would by operation of law pass to the Mortgagee as a part of the Mortgagee's security.

TOGETHER WITH the improvements thereon and all the rights, roads, ways, waters, privileges, appurtenances and advantages to the same belonging or in anywise appertaining.

TO HAVE AND TO HOLD the same, with the improvements and appurtenances aforesaid, unto the Mortgagee, its successors and assigns, in fee simple, subject, nevertheless, to the restrictions, easements, and rights of way of record and to the restrictions, *conditions, and covenants set forth in a deed dated April 6, 1945, from Warren Smadbeck and wife to Ida S. Larason, recorded among and in said Land Records in Liber J. H. H. No. 335, folio 289.* PROVIDED, that if the Mortgagor shall make all the payments and perform all the covenants herein on their part to be made and performed, then this Mortgage shall be void.

AND the Mortgagor for themselves, their heirs, executors, administrators and assigns, hereby covenant with the Mortgagee, its successors and assigns, as follows: (1) to pay to the Mortgagee, its successors or assigns, on or before the third Tuesday of each and every month, the sum of Fifty cents per share on each and every of said shares of stock as dues, the sum of Fifty Cents per share as interest on said advance and the sum of Ten Cents per share as a premium; (2) to pay all such fines as may by the Mortgagee, in conformity with its Certificate of Incorporation and By-Laws, be imposed upon the Mortgagor for any default made in the payment of said monthly dues and interest; (3) to keep the improvements now existing or hereafter erected on the mortgaged property in good repair; (4) to keep the improvements now existing or hereafter erected on the mortgaged property insured against loss by fire and such other hazards, casualties and contingencies as may be required from time to time by the Mortgagee and in such amounts and for such period as may be required by the Mortgagee, and will promptly pay, when due, all premiums on such insurance provision for payment of which has not been made hereinbefore; it being expressly understood and agreed between the parties hereto that all such insurance shall be carried in companies approved by the Mortgagee, that the policies and renewals thereof shall be held by the Mortgagee and shall have endorsed thereon and attached thereto loss payable clauses in favor of and in form acceptable to the Mortgagee, and that, in the event of loss, the Mortgagor will give immediate notice by mail to the Mortgagee, which may make proof of loss if not promptly made by the Mortgagor, and finally that each insurance company named in any such policy is hereby authorized and directed to make payment for such loss direct to the Mortgagee instead of to the Mortgagor and the Mortgagee jointly, and that the insurance proceeds, or any part thereof, may be applied by the Mortgagee at its option either to the reduction of the indebtedness hereby secured or to the restoration or repair of the property damaged; (5) to pay all taxes, all public dues, charges and assessments, water rents and all other governmental or municipal charges, fines or impositions for which the property hereby mortgaged has heretofore, or may hereafter, become liable, and in default of such payment that the Mortgagee may pay the same, and any sum or sums so paid by the Mortgagee shall be added to the mortgage debt secured hereby, shall be payable on demand, shall bear interest at the rate of 6% per annum and shall be secured by this Mortgage; (6) that it shall be deemed a default under this Mortgage if they shall sell, cease to own, transfer or dispose of the mortgaged property without the written consent of the Mortgagee; and (7) to obey the By-Laws of the Mortgagee now in force or hereafter to be adopted. All of said covenants shall continue in full force and effect until the whole amount of said advance, interest, premium and fines and all amounts paid for insurance, taxes, public dues, charges and assessments, with interest thereon as hereinabove provided, shall, by the payments made by the Mortgagor and dividends allowed by the Mortgagee, be paid in full.

AND it is agreed that until default is made in any agreement, covenant or condition of this Mortgage, the Mortgagor, their heirs, personal representatives or assigns, shall retain possession of the mortgaged property, but in case the Mortgagor should fail to pay the dues, premiums, interest and fines, or either or any of them, or should fail to perform any one or more of the agreements, covenants or conditions of this Mortgage, then the whole mortgage debt hereby secured shall become due and payable forthwith, and the Mortgagee shall be entitled, without notice to the Mortgagor, to the immediate appointment of a receiver of the mortgaged property, without regard to the adequacy or inadequacy of the property as security for the mortgage debt; and upon any such default, whether or not a receiver be appointed, the rents and profits of said property are hereby assigned to the Mortgagee as additional security.

AND it is further agreed that if at any time after the date of these presents the Mortgagee, its successors and assigns, shall become a party to any suit or legal proceeding either involving the title of the land hereby conveyed, or instituted for the condemnation of the same or any part thereof or of any right therein or affecting in any way the validity or integrity of the loan hereby secured, it is hereby expressly covenanted and agreed that the Mortgagee, its successors and assigns, shall have the right to employ an attorney or attorneys to represent it in such suit or legal proceeding and to pay such attorney or attorneys reasonable compensation for legal services rendered, not in excess of five per centum of the principal of the loan hereby secured, and any sum so paid by the Mortgagee, its successors or assigns, shall become a part of the debt hereby secured and shall be payable on demand.

AND it is further agreed that if the property hereby conveyed or any part thereof be sold under the provisions of this Mortgage, all crops growing thereon on the day of sale shall pass with the title to said property so sold to the purchaser or purchasers thereof, his, her or their heirs, personal representatives and assigns.

AND the Mortgagor, in accordance with the provisions of Article LXVI of the Code of Public General Laws of the State of Maryland, or of any other Public General Laws or any Public Local Laws of the State of Maryland, relating to Mortgages, including any amendments, supplements or additions thereto, do hereby consent to the passage of a decree by the Circuit Court of the County, in the State of Maryland, in which the property herein lies, or where the greater portion thereof may lie, for the sale of the herein described property at any time after the recording of this Mortgage (said sale to take place only after a default has occurred in any of the covenants or conditions of this Mortgage, as herein provided); or this Mortgage may be foreclosed, and the property herein sold, by the Mortgagee, or its successors or assigns, or by John S. Stanley, its duly constituted attorney, after any such default shall have occurred as aforesaid. Upon any such sale, whether made under the assent to the passing of a decree or under the above power of sale, the property as a whole may be sold, and it shall not be the

duty of the party selling to sell the same in parts or in lots, but such party may do so, and the sale may be made after giving not less than twenty days' notice of the time, place, manner and terms of sale in some newspaper printed in the County or City in which the land, or some portion thereof, is located; and the party selling may also give such other notice as he may deem expedient. The terms of any such sale may be all cash upon ratification of the sale, or such other terms as the party selling may deem expedient. The proceeds of any such sale shall be applied as follows: first, to the payment of all expenses incident to said sale, including a counsel fee of Seventy-five (\$75.00)----- Dollars for conducting the proceedings, if without contest, but if legal services be rendered to the trustee appointed by such decree, or to the party selling under the above power of sale, in connection with any contested matter in the proceedings, then such additional counsel fees and expenses shall be allowed out of the proceeds of sale as the Court may deem proper, and also to the payment of a commission to the party making said sale, equal to the commission allowed trustees making sales of property under decree of a Court of Equity in Maryland; second, to the payment of all claims of the Mortgagee, its successors or assigns, hereunder, whether the same shall have matured or not, with interest to the date of the final ratification of such sale; and, third, the balance, if any, to the Mortgagor~~x~~, their heirs, personal representatives, successors or assigns, or to whomsoever may be entitled to the same. Half of such commissions and all such expenses and costs shall be paid by the Mortgagor~~x~~, their heirs, personal representatives, successors or assigns, in the event that the mortgage debt shall be paid after any advertisement of said property, but before sale thereof.

AND the Mortgagor~~x~~ covenant to warrant specially the property hereby conveyed and to execute such further assurances thereof as may be requisite.

Whenever used herein, the singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders. If more than one Mortgagor shall execute this Mortgage, any and all covenants on the part of the Mortgagors to be performed herein shall be joint and several.

WITNESS the hands and seals of the Mortgagor~~x~~ the day and year first above written.

TEST:

Louise A. Flester

Louise A. Flester

Frances E. Asher (SEAL)
Frances E. Asher

TEST:

Frances Asher (SEAL)
Frances Asher

H. (SEAL)

(SEAL)

STATE OF MARYLAND COUNTY OF PRINCE GEORGE'S, To Wit:

I HEREBY CERTIFY, that on this 24th day of May----- in the year One thousand nine hundred and sixty-----, before me, the subscriber, a Notary Public in and for the State and County also known as Frances Asher, divorced and unmarried, aforesaid, personally appeared Frances E. Asher-----, the Mortgagor~~x~~ named in the foregoing Mortgage, and did ~~ack~~ acknowledge the foregoing Mortgage to be ~~her~~ her ~~act~~.

WITNESS my hand and Notarial Seal the day and year last above written.

Louise A. Flester

My Commission Expires: May 1, 1961

Louise A. Flester Notary Public

STATE OF MARYLAND, COUNTY OF ANNE ARUNDEL, To Wit:

I HEREBY CERTIFY, that on this 26 day of May----- in the year One thousand nine hundred and sixty-----, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County----- aforesaid, personally appeared Marvin I. Anderson-----, the Agent of THE LAUREL BUILDING ASSOCIATION OF PRINCE GEORGE'S COUNTY, the Mortgagee named in the foregoing Mortgage, and made oath in due form of law that the consideration in the foregoing Mortgage is true and bona fide as therein set forth, and that he is the duly authorized Agent of the Mortgagee to make this affidavit.

WITNESS my hand and Notarial Seal the day and year last above written.

Myrtle Sturm
Myrtle Sturm Notary Public

Rec'd for record 26 May 1960 at 11:30 AM
Mailed to The Laurel Bldg. Assoc. of Prince George's County


REC'D FOR RECORD IN
LAND RECORDS OF
PRINCE GEORGE'S COUNTY
OCT 24 AM 10:07
1963
NO 1898 FOLIO 544
LOUISE A. FLESTER, CLERK

LIGER 151 PAGE 569

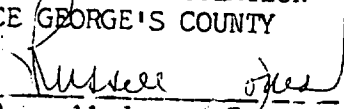
THE LAUREL BUILDING ASSOCIATION OF PRINCE GEORGE'S COUNTY hereby assigns the within mortgage to Roger A. Clapp for purposes of foreclosure.

WITNESS the seal of the said body corporate and the signature of J. Russell Jones, its President, this 7th day of October, 1963.

Attest:


Louise A. Flester, Secretary

THE LAUREL BUILDING ASSOCIATION
OF PRINCE GEORGE'S COUNTY

By 
J. Russell Jones, President

131957

Assignment
MORTGAGE

FROM

Frances E. Asher, also
known as Frances Asher,
divorced and unmarried

File in Equity 13144

TO

THE LAUREL BUILDING ASSOCIATION
OF PRINCE GEORGE'S COUNTY

Received for Record
at o'clock M. Same day recorded
in Liber No Folio &c.,
one of the Land Records of
..... and examined per
..... Clerk.

Cost of Record, \$

Return to:

THE LAUREL BUILDING ASSOCIATION
OF PRINCE GEORGE'S COUNTY

Laurel, Maryland

For value received, THE LAUREL BUILDING ASSOCIATION OF PRINCE GEORGE'S COUNTY hereby releases the within Mortgage.

WITNESS the seal of the said body corporate and the signature of
....., President, this day of, 19.....

ATTEST:

Secretary

President

IN THE

CIRCUIT COURT

FOR

EQUITY NO.

• • • • •

STATEMENT OF MORTGAGE CLAIM

Statement of Mortgage Claim of The Laurel Building Association of Prince George's County, under a mortgage from Frances E. Asher, divorced, to The Laurel Building Association of Prince George's County, dated May 24th, 1960, and recorded among the Land Records of Anne Arundel County in Liber GTC No. 1393, folio 591, and assigned to Roger A. Clapp for purposes of foreclosure on October 7, 1963:

Amount of Mortgage dated May 24, 1960	\$ 3,000.00
Credit applicable to loan	<u>106.14</u>
	\$ 2,893.86
Insurance premium advanced	19.70
Interest, premium and fines	<u>279.40</u>
Owing through October 31, 1963	\$ 3,192.96

THE LAUREL BUILDING ASSOCIATION
OF PRINCE GEORGE'S COUNTY

By Frances S. Beverina
Frances S. Beverina, Treasurer

STATE OF MARYLAND, PRINCE GEORGE'S COUNTY, TO WIT:

I HEREBY CERTIFY that on this 2nd day of October, 1963, before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared FRANCES S. BEVERINA, who made oath in due form of law that she is Treasurer of The Laurel Building Association of Prince George's County, and further made oath in due form of law that the foregoing is a true statement of the amount of the mortgage claim under the mortgage filed in the foregoing cause now remaining due and unpaid.

WITNESS my hand and notarial seal.

Eleanor Duval Lowery
Eleanor Duval Lowery, Notary Public
My commission expires May 3, 1965

FILED

1963 OCT 24 AM 10:02

IN THE MATTER OF THE SALE
OF THE MORTGAGEE'S REAL ESTATE
OF FRANCES E. ASHER, also known
as FRANCES ASHER, divorced and
unmarried

NO 15944 EQUITY
IN THE
CIRCUIT COURT FOR
ANNE ARUNDEL COUNTY

AFFIDAVIT OF NON-MILITARY SERVICE

LIBER 151 PAGE 571

Prince George's County
~~ANNE ARUNDEL COUNTY~~ } ss:
STATE OF MARYLAND, }

I hereby certify that, on this 23rd day of October
19 63, personally appeared before me, the subscriber, a Notary Public of the State of
Maryland, in and for ~~Anne Arundel~~ Prince George's County, Louise A. Flester, Secretary of
the -----
Laurel Building Association of Prince George's County

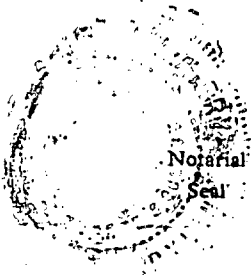
plaintiff, in the above entitled cause, and made oath, in due form of law, that defendant
(Here, state facts showing that the defendant is not in the military service of the United States of America.)

Frances E. Asher, also known as Frances Asher,
is a resident of the State of Maryland

and is not in the military service of the United States of America.

In testimony whereof, I hereunto set my hand and affix my

Notarial Seal, this 23rd day of
October, 19 63.



Eleanor Duval Lowery Notary Public
Eleanor Duval Lowery

My Commission will expire on:

May 3, 1965

Filed,

FILED
1963 OCT 24 AM 10:02

IN THE MATTER OF
THE SALE OF THE
MORTGAGED REAL ESTATE
OF FRANCES E. ASHER

*
*
*
*

NO. 15,944 EQUITY
IN THE
CIRCUIT COURT FOR
ANNE ARUNDEL COUNTY

* * * * *

BOND

KNOW ALL MEN BY THESE PRESENTS: That we, Roger A. Clapp, as principal and the National Surety Corporation, a body incorporated under the laws of the State of New York, are held and firmly bound unto the State of Maryland in the full and just sum of Three thousand five hundred (\$3,500.00) dollars, to be paid to the said State or its certain Attorney, to which payment well and truly to be made and done, we bind ourselves and each of us, our and each of our heirs, executors, administrators, successors or assigns, jointly and severally, firmly by these presents, sealed with our seals and dated this 11th day of November in the year Nineteen hundred sixty-three.

WHEREAS, the above bounden Roger A. Clapp, by virtue of the power contained in a mortgage from Frances E. Asher, to the Laurel Building Association of Prince George's County, dated May 24, 1960, and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 1393, folio 591, and assigned to Roger A. Clapp for purposes of foreclosure on October 7, 1963, and

WHEREAS, default having been made in the payment of said mortgage debt, interest and expenses, the said Roger A. Clapp, under said power, is about to sell said property.

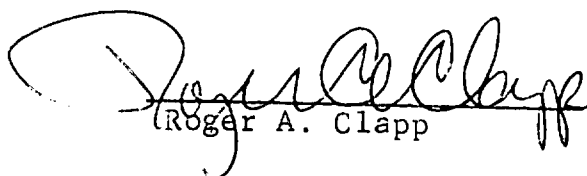
Law Offices
ANDERSON & ANDERSON
Annapolis, Md.

FILED

1963 NOV 14 AM 10:29

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, that if the above bounden Roger A. Clapp shall well and truly and faithfully perform the trust reposed in him under the mortgage aforesaid, and shall abide by and fulfill any order or decree which shall be made by any Court of Equity in relation to the sale of the said mortgaged property, or the proceeds thereof, then the above obligation to be void; otherwise to be and remain in full force and virtue in law.

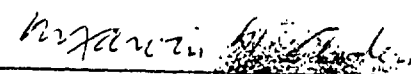
IN TESTIMONY WHEREOF, the above bounden Roger A. Clapp has set his hand and seal and the said body corporate has caused these presents to be duly signed by its duly authorized agent and attorney in fact, the day and year first above written.

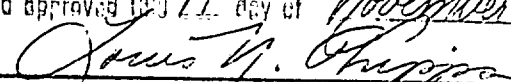
 (SEAL)
Roger A. Clapp

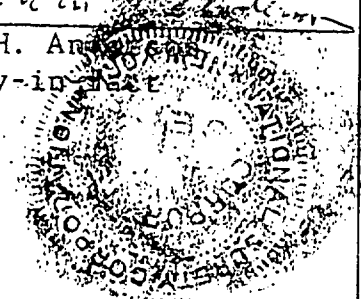
Signed, sealed, and
delivered in the
presence of

NATIONAL SURETY CORPORATION


Mary C. Harrison

by 
Marvin H. Anderson
Attorney-in-fact

Bond approved this 14th day of November, 1943

James M. Thompson, Clerk



IN THE MATTER OF
THE SALE OF THE
MORTGAGED REAL ESTATE
OF FRANCES E. ASHER

*
*
*
*

NO. 15,944 EQUITY
IN THE
CIRCUIT COURT FOR
ANNE ARUNDEL COUNTY

* * * * *

AMENDED STATEMENT OF MORTGAGE CLAIM

Statement of mortgage claim of The Laurel Building Association of Prince George's County, under a mortgage from Frances E. Asher, to the Laurel Building Association of Prince George's County, dated May 24, 1960, and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 1393, folio 591, assigned to Roger A. Clapp for purposes of foreclosure on October 7, 1963:

Amount of Mortgage	\$ 3,000.00
Credit Applicable to loan	<u>106.14</u>
	2,893.86
Insurance premium advanced	19.70
Interest premium and fines	294.40
1963 State and County real estate taxes	<u>100.24</u>
Amount due as of November 23, 1963	\$ 3,308.20

Anderson & Anderson
Attorney for Roger A.
Clapp, Assignee
BY: Richard G. Anderson
Richard G. Anderson,
Attorney for Roger A.
Clapp, Assignee

STATE OF MARYLAND, ANNE ARUNDEL COUNTY TO WIT:

I hereby certify that on this 22 day of November, 1963,
before me, the subscriber, a Notary Public of the State of

FILED

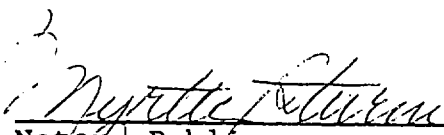
1963 NOV 22 PM 4:11

Law Offices

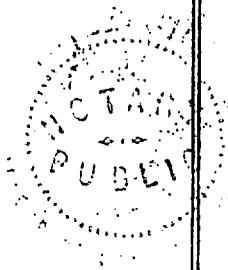
ANDERSON & ANDERSON
Annapolis, Md.

Maryland in and for the County aforesaid, personally appeared Richard G. Anderson, Attorney for Roger A. Clapp, Assignee who made oath in due form of law that the foregoing is a true statement of the amount of the mortgage claim under the mortgage filed in the foregoing cause now remaining due and unpaid.

Witness my hand and seal Notarial.


Notary Public

My Commission Expires:
May 3, 1965



ANDERSON & ANDERSON
Attorneys at Law
92 Franklin Street
Annapolis, Maryland

Assignee's Sale

OF VALUABLE IMPROVED
PROPERTY IN WOODLAND
BEACH ON NORTHWEST COR-
NER OF LONDONTOWN ROAD
AND HAVRE DE GRACE
ROAD IN THE FIRST ELEC-
TION DISTRICT OF ANNE
ARUNDEL COUNTY, MARY-
LAND

Upon and by virtue of the
power of sale contained in a
mortgage from Frances E. Ash-
er, also known as Frances Ash-
er, divorced and unmarried, dat-
ed May 24, 1960, to the Laurel
Building Association of Prince
George's County, and recorded
among the Land Records of
Anne Arundel County in Liber
G.T.C. No. 1393, folio 591, de-
fault having occurred in the
payment of said mortgage, the
undersigned Assignee will sell
on the premises on

**SATURDAY,
NOVEMBER 23, 1963
AT
11:00 O'CLOCK A.M.**

ALL those five lots, parts of
lots, pieces or parcels of ground
situate, lying and being in the
First Election District of Anne
Arundel County, in the State of
Maryland, which is situate on
the corner of Londontown Road
and Havre de Grace Road, and
which is more particularly des-
cribed as follows, that is to say:

12 No. BEING known and designated
as Lots numbered 1243, 1244,
1245, 1246 and 1247 as shown on
a plat entitled "Map of Wood-
land Beach, District No. 1, Anne
Arundel County, Maryland,
Sheet No. 1", filed May 18, 1931,
and recorded among the Plat
Records of Anne Arundel Coun-
ty in Plat Book Liber F.S.R. No.
3, page 20, later filed in Plat
Cabinet No. 1, rod Y, page 6,
and now recorded in Plat Book
No. 8, folio 8, together with all
of the right, title, and interest
of the said Frances E. Asher, if
any, in and to the portion of the
road or roads, streets or ave-
nues immediately adjoining
said premises as designated
and delineated on the afore-
said plat.

BEING all of the same
property which was conveyed
from Solomon Raport and wife
to Robert Asher and Frances
Asher, his wife, by deed dated
October 22, 1949, and recorded
among the Land Records of
Anne Arundel County in Liber
J.H.H. No. 549, folio 483, and al-
so all of the same property
which was conveyed from Rob-
ert Asher, divorced and unmar-
ried, to the said Frances E.
Asher, by deed dated August 25,
1959, and recorded among the
aforesaid Land Records in Liber
G.T.C. No. 1326, folio 378.

LIBER 151 PAGE 576 OFFI OF 15,944
Evening Capital

Published by
THE CAPITAL-GAZETTE PRESS, INC.
HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

CERTIFICATE OF PUBLICATION

Annapolis, Md., November 27, 1963

We hereby certify, that the annexed -----

Assignee's Sale
Frances E. Asher

was published in

Evening Capital

a newspaper published in the City of Annapolis, Anne Arundel
County, Maryland, once a week for 4-----

successive weeks before the 23rd-----

day of November-----, 1963. The first

insertion being made the 29th----- day of

October-----, 1963.

FILED
THE CAPITAL-GAZETTE PRESS, INC.

363 NOV 27 PM 3:37
By H. Tilghman-----

SUBJECT to the covenants, agreements, conditions, and restrictions set forth in a deed dated April 6, 1945, and recorded among the land records of Anne Arundel County in Liber J.H.H. No. 335, folio 289, and any other restrictions, conditions, limitations or easements of record affecting said premises.

LIBER 151 PAGE 577

Improved by a one - story frame dwelling containing four rooms, bath, and porch.

TERMS OF SALE: Five hundred dollars (\$500.00) in cash or by certified check will be required of the purchaser at the time and place of sale, the balance in cash upon ratification of the sale by the Circuit Court for Anne Arundel County, the unpaid purchase money to bear interest from the date of sale to the date of settlement, or all cash at the time of sale.

For further particulars apply to the undersigned.

ROGER A. CLAPP
HERSHEY, DONALDSON,
WILLIAMS & STANLEY
First National Bank Building,
Baltimore, Maryland
Assignee

ANDERSON & ANDERSON
Attorneys for Assignee

GEORGE W. SCIBLE,
Auctioneer N-21

ANDERSON & ANDERSON
ATTORNEYS AT LAW
92 FRANKLIN STREET
ANNAPOLIS, MARYLAND

ASSIGNEE'S SALE OF
VALUABLE IMPROVED PROPERTY
IN WOODLAND BEACH
ON NORTHWEST CORNER OF LONDONTOWN ROAD
AND HAVRE DE GRACE ROAD IN THE FIRST
ELECTION DISTRICT OF ANNE ARUNDEL COUNTY,
MARYLAND

Upon and by virtue of the power of sale contained in a mortgage from Frances E. Asher, also known as Frances Asher, divorced and unmarried, dated May 24, 1960, to the Laurel Building Association of Prince George's County, and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 1393, folio 591, default having occurred in the payment of said mortgage, the undersigned Assignee will sell on the premises on

SATURDAY, NOVEMBER 23, 1963
AT 11:00 O'CLOCK A. M.

ALL those five lots, parts of lots, pieces or parcels of ground situate, lying and being in the First Election District of Anne Arundel County, in the State of Maryland, which is situate on the northwest corner of Londontown Road and Havre de Grace Road, and which is more particularly described as follows, that is to say:

BEING known and designated as Lots numbered 1243, 1244, 1245, 1246 and 1247 as shown on a plat entitled "Map of Woodland Beach, District No. 1, Anne Arundel County, Maryland, Sheet No. 1", filed May 18, 1931, and recorded among the Plat Records of Anne Arundel County in Plat Book Liber F.S.R. No. 3, page 20, later filed in Plat Cabinet No. 1 rod Y, page 6, and now recorded in Plat Book No. 8, folio 8, together with all of the right, title, and interest of the said Frances E. Asher, if any, in and to the portion of the road or roads, streets or avenues immediately adjoining said premises as designated and delineated on the aforesaid plat.

BEING all of the same property which was conveyed from Solomon Raport and wife to Robert Asher and Frances Asher, his wife, by deed dated October 22, 1949, and recorded among the Land Records of Anne Arundel County in Liber J. H. H. No. 549, folio 483, and also all of the same property which was conveyed from Robert Asher, divorced and unmarried, to the said Frances E. Asher, by deed dated August 25, 1959, and recorded among the aforesaid Land Records in Liber G.T.C. No. 1326, folio 378.

SUBJECT to the covenants, agreements, conditions, and restrictions set forth in a deed dated April 6, 1945, and recorded among the land records of Anne Arundel County in Liber J.H.H. No. 335, folio 285, and any other restrictions, conditions, limitations or easements of record affecting said premises.

Improved by a one-story frame dwelling containing four rooms, bath, and porch.

TERMS OF SALE: Five hundred dollars (\$500.00) in cash or by certified check will be required of the purchaser at the time and place of sale, the balance in cash upon ratification of the sale by the Circuit Court for Anne Arundel County, the unpaid purchase money to bear interest from the date of sale to the date of settlement, or all cash at the time of sale.

For further particulars apply to the undersigned.

Roger A. Clapp
Hershey, Bonaldson, Williams
& Stanley
First National Bank Building
Baltimore, Maryland
Assignee

Anderson & Anderson
Attorneys for Assignee

1963 DEC -2 PM 12:16

FILED

LIBER 151 PAGE 579

This is to certify that (I) (~~we~~) have this day purchased from Roger A. Clapp, Assignee, at public auction the property herein described at and for the sum of Three thousand six hundred and fifty (\$ 3,650.00) and (L) (~~we~~) agree to comply with the terms of sale.

Witness (my) (~~our~~) hand (~~s~~) and seal (~~s~~) this 23rd day of November, 1963.

Witness:

Richard J. Anderson

Frances May Powell (SEAL)
FRANCES MAY POWELL (SEAL)

This is to certify that I have this day sold at public auction for Roger A. Clapp, Assignee, the property herein described to FRANCES MAY POWELL at and for the sum of Three thousand Six Hundred Fifty (\$ 3,650.00) (~~it~~) (~~he~~) (~~she~~) (~~they~~) being at that price the highest bidder.

Witness my hand and seal this 23rd day of November, 1963.

WITNESS:

Richard J. Anderson

George W. Scible (SEAL)
George W. Scible, Auctioneer

FILED

1963 DEC -2 PM 12:15

EXHIBIT "A"

IN THE MATTER OF
THE SALE OF THE
MORTGAGED REAL ESTATE
OF FRANCES E. ASHER

*
*
*
*

NO 15,944 EQUITY
IN THE
CIRCUIT COURT FOR
ANNE ARUNDEL COUNTY

* * * * *

AFFIDAVIT

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

I hereby certify that on this 26th day of November, 1963,
before me, the subscriber, a Notary Public of the State of
Maryland, in and for the County aforesaid, personally appeared
Frances May Powell ~~xxxx~~ ~~xx(he)xx~~,
she is
who made oath in due form of law that ~~they~~ are the purchasers of
the property described in these proceedings, that at the time
~~x(he)~~ (she) ~~(they)~~ purchased the said property ~~(he)~~ (she) ~~(they)~~
was
~~were~~ not acting as agents for anyone, that there were no other
parties who were interested as principals in the purchase of
said property, and that ~~(he)~~ (she) ~~(they)~~ ^{has} ~~have~~ not directly or
indirectly discouraged anyone from bidding for the said property.

As witness my hand and seal Notarial.

Myrtle Sturm
Myrtle Sturm Notary Public

My Commission Expires
May 3, 1965

FILED

EXHIBIT 6A 1963 DEC -2 PM 12:16

15

IN THE MATTER OF THE
SALE OF THE
MORTGAGED REAL ESTATE
OF FRANCES E. ASHER

*
*
*
*

IN THE
CIRCUIT COURT FOR
ANNE ARUNDEL COUNTY

* * * * *

ASSIGNEE'S REPORT OF SALE

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Report of Sale of Roger A. Clapp, the assignee for the purpose of foreclosure, respectfully shows:

That after giving bond for the faithful discharge of his duties under the power of sale contained in the mortgage mentioned in said bond, which was duly approved, and having given notice of the time, place, manner and terms of sale by advertisement printed in the Evening Capital, a newspaper published in Anne Arundel County, Maryland, said advertisement having been published once in each week for three successive weeks before the day of sale, the first such publication having been not less twenty days prior to the day of sale, and by hand bills posted upon the premises and also posted throughout Anne Arundel County, he did, pursuant to said notice, attend on the premises in Woodland Beach, First Election District, Anne Arundel County, Maryland on Saturday, November 23, 1963, at eleven o'clock A.M., the time and place so advertised, and then and there proceeded to sell said real estate, being all those five lots, parts of lots, pieces or parcels of ground situate, lying and being in the First Election District of Anne Arundel County, in the State of Maryland, which is situate on the northwest corner of Londontown

1963

REC-2
NOV 23 1963

FILED

Law Offices

ANDERSON & ANDERSON
Annapolis, Md.

Road and Havre de Grace Road, and which is more particularly described as follows, that is to say:


BEING known and designated as Lots numbered 1243, 1244, 1245, 1246 and 1247 as shown on a plat entitled "Map of Woodland Beach, District No. 1, Anne Arundel County, Maryland, Sheet No. 1", filed May 18, 1931, and recorded among the Plat Records of Anne Arundel County in Plat Book Liber F.S.R. No. 3, page 20 later filed in Plat Cabinet No. 1 rod Y, page 6 and now recorded in Plat Book No. 8, ^{folio 8} together with all the right, title, and interest of the said Frances E. Asher, if any, in and to the portion of the road or roads, streets or avenues immediately adjoining said premises as designated and delineated on the aforesaid plat.

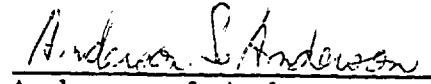
BEING all of the same property which was conveyed from Solomon Raport and wife to Robert Asher and Frances Asher, his wife, by deed dated October 22, 1949, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 549, folio 483, and also all of the same property which was conveyed from Robert Asher, divorced and unmarried, to the said Frances E. Asher, by deed dated August 25, 1959, and recorded among the aforesaid Land Records in Liber G.T.C. No. 1326, folio 378.

SUBJECT to the covenants, agreements, conditions, and restrictions set forth in a deed dated April 6, 1945, and recorded among the land records of Anne Arundel County in Liber J.H.H. No. 335, folio 285, and any other restrictions, conditions, limitations or easements of record affecting said premises.

Improved by a one-story frame dwelling containing four rooms, bath, and porch, to Frances May Powell - - - - -
 - - - - - for the sum of Three thousand six hundred
 and fifty - - - - -

dollars, ~~(he)~~ (she) ~~(they)~~ ~~(etc)~~ being the highest bidder for the property. A copy of the hand bill, Purchaser's Agreement and Auctioneer's Certificate is filed herewith, marked "Exhibit 'A'".


Roger A. Clapp, Assignee

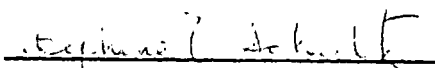

Anderson & Anderson
Attorneys for Assignee

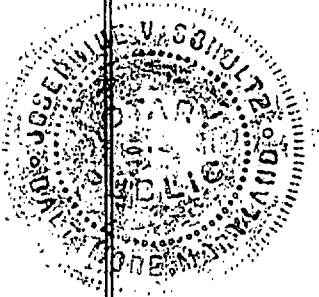
STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

I hereby certify that on this 27th day of November, in the year Nineteen hundred and sixty-three, before me, the subscriber, a Notary Public of the State of Maryland in and for the County aforesaid, personally appeared Roger A. Clapp, Assignee, and made oath in due form of law that the matters and facts stated in the foregoing Report of Sale are true to the best of his knowledge and belief and that the sale was fairly made and for the highest price which he was able to obtain therefor.

Witness my hand and seal Notarial.

My Commission Expires:
May 3, 1965


Josephine V. Schultz, Notary Public



ORDER NISI

IN THE MATTER OF THE SALE OF THE
MORTGAGED REAL ESTATE OF
FRANCES E. ASHER

versus

LIBER 151 PAGE 585
IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 15,944 Equity

Ordered, this 2nd day of December, 19 63, That the sale of the property in these proceedings mentioned made and reported by Assignee Roger A. Clapp, Assignee

BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 6th day of January next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 6th day of January next.

The report states that the amount of sale was \$ 3,650.00

True Copy,

Anderson & Anderson, Attys.

TEST:

(Final Order)

For the Evening Capital (Dec. 5th Edition)

IN THE MATTER OF THE SALE OF THE

MORTGAGED REAL ESTATE OF
FRANCES E. ASHER
V.F.S.

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

Term, 19

ORDERED BY THE COURT, This 7th day of January, 1964 that the sale made and reported by the Assignee aforesaid, be and the same is hereby finally Ratified and Confirmed no cause to the contrary having been shown, although due notice appears to have been given as required by the Order Nisi, passed in said cause; and the Assignee allowed the usual commissions and such proper expenses as he shall produce vouchers for the Auditor.

U. Bruce Duckett
JUDGE.

FILED

1964 JAN -7 PM 3:45

Order Nisi

IN THE CIRCUIT COURT FOR
ANNE ARUNDEL COUNTY
No. 15,944 Equity

IN THE MATTER OF THE
SALE OF THE MORTGAGED
REAL ESTATE OF
FRANCES E. ASHER

Ordered, this 2nd day of December, 1963, That the sale of the property in these proceedings mentioned made and reported by Roger A. Clapp, Assignee BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 6th day of January next: Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 6th day of January next.

The report states that the amount of sale was \$3,650.00

LOUIS N. PHIPPS, Clerk.

Ture Copy. TEST:

LOUIS N. PHIPPS, Clerk.

D-26

Evening Capital

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

CERTIFICATE OF PUBLICATION

Annapolis, Md., December 27, 1963

We hereby certify, that the annexed

Order Nisi Sale
Eq 15, 944
Frances E. Asher

was published in

Evening Capital

a newspaper published in the City of Annapolis, Anne Arundel

County, Maryland, once a week for 4

successive weeks before the 6th

day of January, 1964. The first

insertion being made the 5th day of

December, 1963

FILED

THE CAPITAL-GAZETTE PRESS, INC.

1963 DEC 30 PM 3:16

No. E. C. 1917

By

H. Tilghman

LIBER 151 PAGE 586

In the Case of

IN THE MATTER OF THE SALE OF THE MORTGAGED
REAL ESTATE OF FRANCES E. ASHER, also known as
FRANCES ASHER, divorced and unmarried,

VS.

In the
Circuit Court

For

Anne Arundel County

No. 15,944 Equity

To the Honorable, the Judges of said Court:

The Auditor reports to the Court that he has examined the proceedings in the above entitled cause, and from them he has stated the within account, and that he has this day given notice of the filing of this account to all parties and persons who have filed a claim to the proceeds of sale herein, in accordance with General Equity Rule #595.

All of which is respectfully submitted.

January 24, 1964

John H. Hopkins, IV
John H. Hopkins, IV,

Auditor.

FINAL ORDER

ORDERED BY THE COURT, this *24* day of *February*, 19*64*, that the foregoing Report and Account of the Auditor be and the same is hereby finally ratified and confirmed, no cause to the contrary having been shown, and that the Trustee apply the proceeds accordingly with a due proportion of interest as the same has been or may be received.

Louis N. Phipps
Clerk
Per: *L. Murphy*, deputy

FILED
1964 FEB 11 PM 12:12

In Acct. with ROGER A CLAPP, Assignee in Mortgage

Cr.

1963						
Nov.	23	Proceeds of Sale	3,650	00		
		Interest on deferred payment of \$3,150.00				
		from 11/23/63 to 1/23/64	31	50	3,681	50
					3,681	50
		To Assignee for fee, viz:	75	00		
		To Assignee for commissions, viz:	140	45	215	45
		To Assignee for Court Costs, viz:				
		Plaintiffs solicitors appearance fee	10	00		
		Clerk of Court - Court costs	28	50		
		Auditor - stating this account	22	50	61	00
		To Assignee for expenses, viz:				
		Capital Gazette Press - advertising sale	112	00		
		Capital Gazette Press - Order nisi, sale	15	00		
		Barrett Printing Co.Inc. - handbills	19	06		
		National Surety Corp. - bond premium	14	00		
		George W. Scible - auctioneer's fee	35	00		
		1964 County & State taxes - adjusted				
		1/1/64 to 1/23/64 (105.54)	6	67		
		One-half cost documentary stamps	6	60		
		Clerk of Court -short assmt. of mortgage	1	00		
		Josephine V. Schultz - notary fee		50		
		Eleanor Duval Lowery - notary fee	1	00		
		Myrtle Sturm - notary fees	1	00	211	83

23

Edward J. Brannan, Attorney
Named in Mortgage

IN THE CIRCUIT COURT FOR

ANNE ARUNDEL COUNTY

vs.

(In Equity)

Oliver C. Smith and
Mary L. Smith, his wife

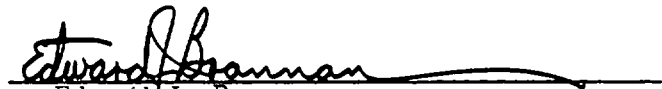
708.15, 984

* * * * *

Mr. Clerk:

Please docket the above entitled suit and file among the papers the following instrument marked "Plaintiffs' Exhibit No. 1".

1 - Original Mortgage from Oliver C. Smith and Mary L. Smith, his wife to Leeds Federal Savings and Loan Association, dated July 1, 1963 and recorded among the Land Records of Anne Arundel County in Liber G. T. C. No. 1670, folio 214 etc..


Edward J. Brannan,
Attorney Named in Mortgage

541 Equitable Bldg. Balto. 2, Md.
Pl. 2- 5903

FILED

1963 NOV 18 AM 9:29

LIBER 151 PAGE 591 BOOK 1670 PAGE 214

Equity No. 15, 984

This Mortgage, Made this 1st day of July, in the year one thousand, nine hundred and sixty-three, between Oliver C. Smith and Mary L. Smith, his wife,

of Anne Arundel County, in the State of Maryland, Mortgagors, and the LEEDS FEDERAL SAVINGS AND LOAN ASSOCIATION, a body corporate, duly incorporated, Mortgagee.

WHEREAS, said Mortgagors, being members of said body corporate, have received therefrom an advance of TWELVE THOUSAND (\$12,000.00) Dollars being part of the purchase money for the property hereinafter described:

AND WHEREAS, said Mortgagors have agreed to repay the said sum so advanced in installments, with interest thereon from the date hereof at the rate of six per cent (6%) per annum in the manner following:

By the payment on or before the first day of each month from date hereof; of the sum of SEVENTY-EIGHT DOLLARS and SEVENTY-TWO CENTS (\$78.72) ~~DOLLARS~~ being principal and interest of said Mortgage indebtedness, which said interest shall be computed by the calendar month; and

Together with and in addition to the monthly payments of principal and interest payable under the terms of the Mortgage debt hereby secured, the Mortgagors will pay to the Mortgagee on the first day of each month until the said debt is fully paid, a sum, being the present estimated one-twelfth of the annual taxes, water rent, ground rent, insurance premiums and other public charges or assessments for which the property is liable; and if said estimated sum is insufficient to pay said charges or any additional charges for which the property may be or become liable, or premiums on life insurance policies that may be assigned to the Mortgagee and held by it or its successors and assigns, then upon demand of said Mortgagee, its successors or assigns, the Mortgagors, his, her or their heirs, personal representatives or assigns, shall pay such additional monthly amounts as shall be necessary to pay said charges; the aforesaid combined payments to continue until the whole of said principal and interest shall be paid in full, and said combined payments aforesaid may be applied by the Mortgagee, its successors and assigns in the following order: (1) to the payment of interest; (2) to the payment of all taxes, water rent, assessments, or public charges of every nature and description, ground rent, if any, fire, tornado insurance premiums and other charges, for which the property may be liable, and life insurance premiums on policies assigned to the Mortgagee, its successors or assigns; and (3) towards the payment of the aforesaid principal sum, or in any other way the Mortgagee may elect.

AND WHEREAS this Mortgage shall also secure future advances as provided by Chapter 178 of the Laws of Maryland passed at the January session in the year 1955 or any supplement thereto.

The due execution of this Mortgage having been a condition precedent to the granting of said advance.

NOW, THEREFORE, THIS MORTGAGE WITNESSETH, that in consideration of the premises, and of the sum of One Dollar, the said Mortgagors do grant, convey and assign unto the said Mortgagee, its successors and assigns, all that lot of ground situate and lying in Anne Arundel County in said State, and described as follows:

Lot numbered twenty-eight (28), as shown on the Plat of Meadowbrook, Section 3, recorded among the Land Records of Anne Arundel County in Plat Book No. 24, folio 18. The improvements thereon being known as 407 Holly Street. dated June 24, 1963

BEING the same lot of ground and premises which by deed ~~of record~~ and recorded or intended to be recorded among the Land Records of Anne Arundel County, prior hereto, was granted and conveyed by Cyrus R. Dicus et al, unto Oliver C. Smith and Mary L. Smith, his wife, the Mortgagors herein.

FILED

565 NOV 18 AM 9:20

Together with the improvements thereon and the rights or appurtenances thereto belonging or in anywise appertaining, including all heating, gas and plumbing apparatus and fixtures, and all rents, issues and profits accruing from the premises hereby mortgaged.

~~TO HAVE AND TO HOLD~~ the said lot of ground and premises unto the said Mortgagee, its successors
and assigns, in fee simple, ~~for all the best and residue of the term of years yet to come or longer than therein,~~
~~with the benefit thereof forever,~~ subject to the payment of the annual rent of \$, payable in equal
sums each installment on the days of month of year,
~~interest to be one percent.~~

Provided, however, if the said Mortgagors, their heirs, personal representatives or assigns, shall make or cause to be made the payments, and perform and comply with the covenants and conditions herein mentioned on their part to be made and done, then this Mortgage shall be void.

And the said Mortgagors, for themselves, their heirs, personal representatives and assigns, covenant with the said Mortgagee, as follows: (1) to repay the indebtedness, together with interest, as herein provided; (2) to keep the buildings on the premises insured against loss by fire and windstorm for the benefit of the Mortgagee, its successors or assigns, in some company acceptable to the Mortgagee, its successors or assigns, to the extent of its lien thereon, and to deliver the policy and all renewal receipts to the Mortgagee, its successors or assigns; and in case of the failure of the Mortgagors, their heirs, personal representatives and assigns, so to do, the Mortgagee, its successors or assigns, may do so and add the cost thereof to the amount of the mortgage indebtedness so as to become so much additional indebtedness secured by this Mortgage and in the event of any loss by fire the insurance company or companies are hereby directed by the Mortgagors to make payment for such loss to the Mortgagee only, and not to the Mortgagors and Mortgagee jointly; such payment at the option of the Mortgagee may be applied to the extinguishment of the principal, interest and expenses secured by this Mortgage whether then due or not, but shall not exceed the amount payable under this Mortgage; provided that the Mortgagee in lieu of such application may, in writing, consent to the use by Mortgagors of said insurance money for the reconstruction of the improvements on the Mortgaged property; (3) to pay all ground rent, if any, taxes, water rent, insurance, public dues and assessments of every kind whatsoever, for which the property hereby mortgaged may become liable when payable. The Mortgagee, its successors or assigns, being hereby authorized to pay the same, and the amount so paid shall then be added to the principal debt named herein and bear interest at the rate of six per cent. (6%) per annum from the date of said payment, and the said Mortgagee, its successors or assigns, shall have a lien hereunder on said premises for the amount so paid, together with said interest thereon, so that the same shall become so much additional indebtedness secured by this Mortgage and be included in any decree foreclosing this Mortgage, or in any sale of the premises for the foreclosure of the same; (4) to pay premiums on any life insurance policy or policies assigned to the Mortgagee, its successors or assigns, or wherein the Mortgagee, its suc-

cessors or assigns, is the beneficial and which is held by the Mortgagee, it. Successors or assigns, as, additional collateral for this indebtedness, the Mortgagee, its successors or assigns, being hereby authorized to pay said premiums from time to time and the amounts so paid shall then be added to the principal debt named herein and bear interest at the rate of six per cent (6%) per annum from the date or dates of said payments, and the said Mortgagee, its successors or assigns shall have a lien hereunder on said premises for the amount so paid together with interest thereon, so that same shall become so much additional indebtedness secured by this Mortgage, and be included in any decree of foreclosure, or sale of this property; (5) to pay whatever sum or sums to the Mortgagee, its successors or assigns, when called upon, for the payment of taxes, water rent, ground rent, fire and life insurance premiums and other public charges or assessments for which the property hereinbefore described may be legally liable, if and in the event said Mortgagee, its successors or assigns has not collected each month sufficient money for the payment of said annual taxes, water rent, ground rent, insurance premiums or public charges or assessments for which the property hereinbefore described may be legally liable; (6) to permit, commit or suffer no waste, impairment or deterioration of said property, or any part thereof, and upon the failure of the Mortgagors, their heirs, personal representatives and assigns, to keep the buildings on said property in good condition of repair, the Mortgagee, its successors or assigns, may demand the immediate repair of said buildings, or an increase in the amount of security, or the immediate repayment of the debt hereby secured, and the failure of the Mortgagors, their heirs, personal representatives and assigns, to comply with said demand of the Mortgagee, its successors or assigns, for a period of thirty days shall constitute a breach of this Mortgage, and, at the option of the Mortgagee, its successors or assigns, immediately mature the entire principal and interest hereby secured, and the Mortgagee, its successors or assigns, may, without notice, institute proceedings to foreclose this Mortgage, and apply for the appointment of a Receiver, as herein provided; (7) that the holder of this Mortgage in any action to foreclose it, shall be entitled (without regard to the adequacy of any security for the debt) to the appointment of a receiver to collect the rents and profits of said premises and account therefor as the Court may direct; (8) that should the title to the herein mortgaged property be acquired by any person, persons, partnership or corporation, other than the Mortgagors, by voluntary or involuntary grant or assignment, or in any other manner without the Mortgagee's written consent, or should the same be encumbered by the Mortgagors, their heirs, personal representatives and assigns, without the Mortgagee's written consent, then the whole of said principal sum shall immediately become due and owing as herein provided; (9) that the whole of said mortgage debt intended hereby to be secured shall become due and demandable after default in the payment of any monthly installment, as herein provided, shall have continued for thirty days, or after default in the performance of any of the foregoing covenants or conditions for thirty days; (10) that should twenty per cent. (20%) or more of the original loan be paid at one time before maturity, Mortgagors agree to pay to the said Mortgagee ninety days interest at six (6%) per cent. beyond the date of payment on the amount so prepaid. It is agreed and understood by the Mortgagors herein that this loan is made subject to all the provisions of the charter, by-laws and proper resolutions of the Board of Directors of the Leeds Federal Savings and Loan Association.

AND IT IS AGREED AND UNDERSTOOD that until default is made, the said Mortgagors, their heirs, personal representatives and assigns, may retain possession of the hereby mortgaged property.

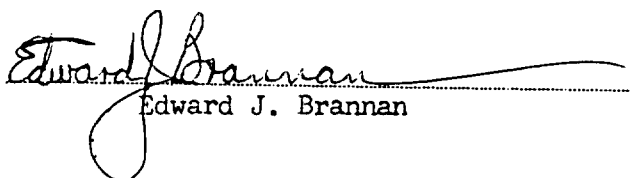
AND the said Mortgagors, in accordance with the provisions of Article LXVI of the Code of Public General Laws of the State of Maryland, or of any other General or Local Laws of the State of Maryland relating to mortgages, including any amendments, supplements, or additions thereto, do hereby (1) declare their assent to the passing of a decree for the sale of the herein described property at any time after the recording of this Mortgage, (said sale to take place after a default has occurred in any of the conditions of this Mortgage, as herein provided); and the said Mortgagors do hereby (2) also authorize the said Mortgagee, its successors or assigns, or **Edward J. Brannan**, its duly authorized Attorney, after any such default shall have occurred as aforesaid, to sell the hereby mortgaged property. Upon any such sale, whether made under the assent to the passing of a decree or under the above power of sale, the property as a whole may be sold, and it shall not be the duty of the party selling to sell the same in parts or in lots, but such party may do so, and the sale may be made after giving not less than twenty days notice of the time, place, manner and terms of sale in some newspaper printed in the county or city in which the land, or some portion thereof, is situate; and the party selling may also give such other notice as he may deem expedient. The terms of any such sale may be all cash upon ratification of the sale, or such other terms as the party selling may deem expedient. The proceeds of any such sale shall be applied as follows: first, to the payment of all expenses incident to said sale, including a counsel fee of One Hundred Fifty Dollars for conducting the proceedings, if without contest, but if legal services be rendered to the Trustee appointed by such Decree, or to the party selling under the above power of sale, in connection with any contested matter in the proceedings, then such other counsel fees and expenses shall be allowed out of the proceeds of sale as the court may deem proper, and also to the payment of a commission to the party making said sale equal to the commission allowed trustees making sales of property under decree of a court of equity in Maryland; second, to the payment of all claims of the Mortgagee, its successors or assigns, hereunder, whether the same shall have matured or not; and third, the balance, if any, to the said Mortgagors, their heirs, personal representatives, or assigns, or to whomsoever may be entitled to the same. Half of such commissions and all such expenses and costs shall be paid by the Mortgagors, or their assigns, in the event that the mortgage debt shall be paid after any advertisement of said property, but before sale thereof.

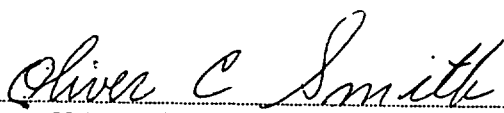
Whenever used, the singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders, their heirs, personal representatives and assigns shall also include the successors and assigns of a corporate Mortgagor.

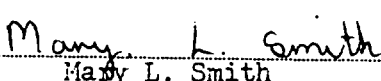
The said Mortgagors covenant that they will warrant specially the property hereby conveyed, and that they will execute such further assurances as may be requisite.

WITNESS the hands and seals of the said Mortgagors.

WITNESS:


Edward J. Brannan

 (SEAL)
Oliver C. Smith

 (SEAL)
Mary L. Smith

____ (SEAL)

____ (SEAL)

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, to wit:

I HEREBY CERTIFY that on this 1st day of July, 1963, before me, the subscriber, a Notary Public, of the State of Maryland in and for the County aforesaid, personally appeared Oliver C. Smith and Mary L. Smith, his wife,

the Mortgagors, named in the foregoing Mortgage, satisfactorily proven to be the persons whose names are subscribed to the within instrument and they acknowledged the foregoing Mortgage to be their act, and that they executed the same for the purposes therein contained. At the same time also appeared Robert W. Bratton President of the within named corporation, Mortgagee, and made oath in due form of law that the consideration set forth in the foregoing Mortgage is true and bona fide as therein set forth.

AS WITNESS my hand and Notarial Seal

1100

Edward J. Brannan
Edward J. Brannan



Rec'd for record July 3, 1963 at 10:34 A.M.
Mailed to Edward J. Brannan

IN THE CIRCUIT COURT FOR
ANNE ARUNDEL COUNTY

Edward J. Brannan, Attorney
Named in Mortgage

vs.

Oliver C. Smith and
Mary L. Smith, his wife

" PLAINTIFFS' EXHIBIT NO. 1".

Edward J. Brannan, Attorney
Named in Mortgage

vs.

Oliver C. Smith and
Mary L. Smith, his wife* IN THE CIRCUIT COURT FOR
* ANNE ARUNDEL COUNTY (Equity)

* Docket No. _____

* Folio No. _____

* Case No. 15, 984

* * * * *

STATEMENT OF MORTGAGE DEBT

Statement of Mortgage Claim of the Leeds Federal Savings and Loan Association under the Mortgage from Oliver C. Smith and Mary L. Smith, his wife, dated July 1, 1963 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 1670, folio 214 etc..

Amount of Mortgage - - - - -	\$ 12,000.00
Paid on Accounty - - - - -	78.72
	<u>\$ 11,921.28</u>
Interest to December 16, 1963 - -	272.02
	<u>\$ 12,193.30</u>
Less Expense Account - - - - -	139.54
Total	<u>\$ 12,053.76</u>

STATE OF MARYLAND, CITY OF BALTIMORE, to wit:

I HEREBY CERTIFY, That on this 16th day of November, 1963, before me, the subscriber, a Notary Public of the State of Maryland, in and for Baltimore City, personally appeared Edward J. Brannan, Attorney Named in Mortgage, the Plaintiff, in the above entitled cause and made oath that the foregoing is a just and true statement of the amount of the Mortgage claim under the mortgage filed in the said cause now remaining due and unpaid.

WITNESS my hand and Notarial Seal.

Marguerite E. Wolf
Marguerite E. Wolf, Notary Public.

FILED
1963 NOV 18 AM 9:29

Edward J. Brannan, Attorney
Named in Mortgage

vs.

Oliver C. Smith and
Mary L. Smith, his wife

* * * * *

LIBER 151 PAGE 596
IN THE CIRCUIT COURT FOR
ANNE ARUNDEL COUNTY
(In Equity)

* Case No. 15,984

* Docket No. _____

Folio No. _____

MILITARY AFFIDAVIT

STATE OF MARYLAND, CITY OF BALTIMORE, to wit:

I HEREBY CERTIFY, that before me, the subscriber, a Notary Public of the State of Maryland, in and for Baltimore City, personally appeared Edward J. Brannan, Attorney Named in Mortgage and made oath in due form of law that he knows the defendants herein, and that to the best of his information, knowledge and belief

(1) said defendants are not in the military service of the United States,

(2) said defendants are not in the military service of any Nation allied with the United States,

(3) said defendants have not been ordered to report for induction under the selective Training and Service Act of 1940 as amended.

(4) said defendants are not members of the Enlisted Reserve Corps who have been ordered to report for military service.

Edward J. Brannan
Edward J. Brannan, Attorney Named
in Mortgage.

Subscribed and sworn to before me

this 16th day of November, 1963.

Marguerite E. Wolf
Marguerite E. Wolf, Notary Public.

FILED

1963 NOV 18 AM 9:29

IN THE CIRCUIT COURT

OF

ANNE ARUNDEL

LIBER

151 PAGE 597

STATE OF MARYLAND

BOOK

12 PAGE 253

Edward J. Brannan, Attorney
named in the Mortgage

vs.

Oliver C. Smith and Mary L.
Smith, his wife

Case No - 15,984
Nkt No - 21
Folio No - 297

BOND OF attorney

To SELL real estate

KNOW ALL MEN BY THESE PRESENTS: That we,

Edward J. Brannan of

541 Equitable Building, Maryland, Maryland

as Principal ,

and UNITED STATES FIDELITY AND GUARANTY COMPANY, a body corporate under the laws of the State of Maryland, as Surety, are held and firmly bound unto the State of Maryland in the full and just sum of Twelve Thousand Five Hundred and 00/100 ----- Dollars (\$ 12,500.00), to be paid to the said State or its certain Attorney, to which payment well and truly to be made and done, we bind ourselves and each of us, our and each of our heirs, executors, administrators, successors or assigns, jointly and severally, firmly by these presents.

Sealed with our seals and dated this 6th day of December , in the year of our Lord, nineteen hundred and sixty-three.

WHEREAS, the above bounden

Edward J. Brannan

by virtue of the power contained in a mortgage from Oliver C. Smith and Mary L. Smith, his wife to Leeds Federal Savings and Loan Association bearing date the 1st day of July , 19 63 and recorded among the Land Records of Anne Arundel County in Liber No. GTC-1670 Folio 214 and

Edward J. Brannan

is about to sell the land and premises described in said mortgage, default having been made in the payment of the money as specified, and in the conditions and covenants therein contained.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH that if the above bounden

Edward J. Brannan

do and shall well and truly and faithfully perform the trust reposed in him under the mortgage aforesaid, and shall abide by and fulfill any order or decree which shall be made by any Court of Equity in relation to the sale of said mortgaged property, or the proceeds thereof, then the above obligation to be void; otherwise to be and remain in full force and virtue in law.

Signed, sealed and delivered

in the presence of

Edward J. Brannan (SEAL)

..... (SEAL)

UNITED STATES FIDELITY AND GUARANTY COMPANY

By *Charles E. Shelds*

Charles E. Shelds, Attorney-in-fact

Bond approved this 9th day of December, 1963

Louis N. Phipps, Clerk

Witness to Surety

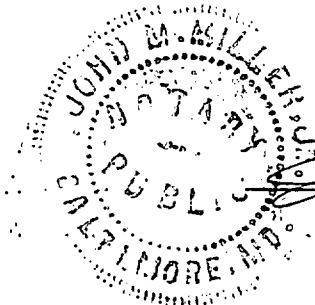
DEC -9 11:10:31

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY that on this 16th day of
Dec, 1963, before me, the subscriber, a
 Notary Public of the State of Maryland, in and for the
 City of Baltimore aforesaid, personally appeared
V. Larkin Davis, purchaser at the
 foreclosure sale in this cause, and made oath in due
 form of law (~~that he is the purchaser and purchased~~
~~the same as principal and not as agent for anyone~~)
 (that he is the agent for the purchaser,
Beverly E. Davis,) and that he has not
 directly or indirectly discouraged anyone from bid-
 ding for the said property mentioned in the said
 Report of Sale.

Beverly E. Davis (SEAL)
 Purchaser

By V. Larkin Davis



[Signature]
 Notary Public

FILED

1963 DEC 19 PM 2:33

Edward J. Brannan, Attorney
Named in Mortgage* IN THE CIRCUIT COURT FOR
* ANNE ARUNDEL CO.
*

vs.

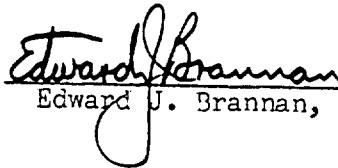
(Equity)

Oliver C. Smith and
Mary L. Smith, his wife* Case No. 15,984
* Docket No. 21
* Folio No. 297
* * * * *REPORT OF SALE

TO THE HONORABLE, THE JUDGE OF SAID COURT:

The report of Sale of Edward J. Brannan, Attorney Named in Mortgage dated July 1, 1963, and recorded among the Land Records of Anne Arundel County in Liber G. T. C. No. 1670, folio 214 etc., from Oliver C. Smith and Mary L. Smith, his wife, to the Leeds Federal Savings and Loan Association, which Mortgage is filed in said cause pending, respectfully shows:

That after giving Bond with security for the faithful discharge of his trust, which was duly filed and approved and having given notice, of the time, place, manner and terms of sale by advertisement inserted in the Maryland-Gazette, newspaper published in Anne Arundel County for more than three successive weeks, proceeding the day of sale, Edward J. Brannan under and by virtue of the power and authority contained in said mortgage (after default having occurred thereunder) did, pursuant to said notice, on the 16th day of December, 1963 at 2 O'Clock P.M., attend on the premises and then and there sold the fee simple property mentioned and described in the attached advertisement of sale which is prayed to be taken as a part of this report, unto Beverly L. Dicus, at and for the sum of THIRTEEN THOUSAND ONE HUNDRED FORTY-FIVE DOLLARS (\$13,125.00), which said price was the highest amount bid for the property.


Edward J. Brannan, Attorney Named in
Mortgage.

FILED

563 DEC 19 PM 2:33

I HEREBY CERTIFY, that on this 17th day of December in the year one thousand nine hundred and sixty-three, before me, the subscriber, a Notary Public of the State of Maryland, in and for the City of Baltimore aforesaid, personally appeared Edward J. Brannan, Attorney Named in Mortgage and made oath that the facts stated in the foregoing Report of Sale are true, as therein set forth, and that the sale thereby reported was fairly made.

WITNESS my hand and Notarial Seal.

EDWARD J. BRANNAN
Solicitor
541 Equitable Bldg.

Mortgage Sale

Of Desirable
Fee Simple Property

KNOWN AS
407 HOLLY STREET
GLEN BURNIE
ANNE ARUNDEL COUNTY

By virtue of and pursuant to the power of sale contained in the mortgage from Oliver C. Smith and Mary L. Smith, his wife, to the Leeds Federal Savings and Loan Association, dated July 1, 1963, and recorded among the Land Records of Anne Arundel County in Liber G. T. C. No. 1670, folio 214 etc., (default having occurred under the covenants therein contained) I, as the Attorney Named in said Mortgage, will sell at public auction, on the premises on

**Mon., Dec. 16, 1963
at 2:00 O'Clock P.M.**

All that lot of ground situate and lying in Anne Arundel County, State of Maryland and described as follows:

Lot numbered twenty-eight (28), as shown on the Plat of Meadowbrook, Section 3, recorded among the Land Records of Anne Arundel County in Plat Book No. 24, folio 18. The improvements thereon being known as 407 Holly Street.

The aforesaid lot of ground is improved with a ONE AND ONE HALF STORY FRAME DWELLING, containing six (6) rooms, one (1) bath, forced air gas heat.

The property will be sold subject to conditions, restrictions and agreements of record affecting the same, if any.

TERMS OF SALE: A deposit of \$500.00 will be required of the purchaser on the day of Sale. Balance of purchase money to be paid upon ratification of sale by the Circuit Court for Anne Arundel County and is to bear interest at the rate of six per centum (6 per cent) from the date of sale to the date of settlement. All cost of conveyance, including revenue stamps on deed shall be at the expense of the purchaser.

Taxes and all other expenses, including Anne Arundel County Sanitary Commission Charges, if any, to be adjusted to the day of sale.

EDWARD J. BRANNAN
Atty. Named in Mortgage
E. T. NEWELL & CO., INC.
Auctioneer D-12

Marguerite E. Wolf
Marguerite E. Wolf, Notary Public.

ORDER NISI

EDWARD J. BRANNAN, Attorney
Named in Mortgage
versus
OLIVER C. SMITH and
MARY L. SMITH, his wife

LIBER 151 PAGE 601

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 15,984 Equity

Ordered, this 19th day of December, 1963, That the sale of the property in these proceedings mentioned made and reported by Edward J. Brannan, Attorney Named in Mortgage

BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 27th day of January next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 27th day of January next.

The report states that the amount of sale was \$ 13,125.00.

True Copy,
Edward J. Brannan, Atty.

TEST: For the Maryland Gazette (Dec. 26th Edition) Clerk.

(Final Order)

EDWARD J. BRANNAN, Attorney
Named in Mortgage
versus
OLIVER C. SMITH and
MARY L. SMITH, his wife

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

Term, 19

ORDERED BY THE COURT, This 28 day of January, 1964 that the sale made and reported by the Attorney aforesaid, be and the same is hereby finally Ratified and Confirmed no cause to the contrary having been shown, although due notice appears to have been given as required by the Order Nisi, passed in said cause; and the Attorney allowed the usual commissions and such proper expenses as he shall produce vouchers for the Auditor.

FILED

1964 JAN 29 AM 9:51

O. Brown Dwyer
JUDGE.

EDWARD J. BRANNAN
Solicitor
541 Equitable Bldg.

Mortgage Sale

Of Desirable
Fee Simple Property

KNOWN AS
407 HOLLY STREET
GLEN BURNIE
ANNE ARUNDEL COUNTY

By virtue of and pursuant to the power of sale contained in the mortgage from Oliver C. Smith and Mary L. Smith, his wife, to the Leeds Federal Savings and Loan Association, dated July 1, 1963, and recorded among the Land Records of Anne Arundel County in Liber G. T. C. No. 1670, folio 214 etc., (default having occurred under the covenants therein contained) I, as the Attorney Named in said Mortgage, will sell at public auction, on the premises on

Mon., Dec. 16, 1963
at 2:00 O'Clock P.M.

All that lot of ground situate and lying in Anne Arundel County, State of Maryland and described as follows:

Lot numbered twenty-eight (28), as shown on the Plat of Meadowbrook, Section 3, recorded among the Land Records of Anne Arundel County in Plat Book No. 24, folio 18. The improvements thereon being known as 407 Holly Street.

The aforesaid lot of ground is improved with a ONE AND ONE HALF STORY FRAME DWELLING, containing six (6) rooms, one (1) bath, forced air gas heat.

No. 1 The property will be sold subject to conditions, restrictions and agreements of record affecting the same, if any.

TERMS OF SALE: A deposit of \$500.00 will be required of the purchaser on the day of Sale. Balance of purchase money to be paid upon ratification of sale by the Circuit Court for Anne Arundel County and is to bear interest at the rate of six per centum (6 per cent) from the date of sale to the date of settlement. All cost of conveyance, including revenue stamps on deed shall be at the expense of the purchaser.

Taxes and all other expenses, including Anne Arundel County Sanitary Commission Charges, if any, to be adjusted to the day of sale.

EDWARD J. BRANNAN
Atty. Named in Mortgage
E. T. NEWELL & CO., INC.
Auctioneer
D-12

OFFICE F

Maryland Gazette 15,984

Published by LIBER 151 PAGE 602
THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

CERTIFICATE OF PUBLICATION

Annapolis, Md., December 18, 1963

We hereby certify, that the annexed

Mortgage Sale

Oliver C. Smith

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4

successive weeks before the 16th

day of December, 1963. The first

insertion being made the 21st

November, 1963.

FILED

THE CAPITAL-GAZETTE PRESS, INC.

1503 DEC 19 PM 12:47

By H. Tilghman

IN THE CIRCUIT COURT OF ANNE ARUNDEL COUNTY
STATE OF MARYLAND

LIBER 151 PAGE 603

BOOK 12 PAGE 276

Edward J. Brannan, Attorney
Named in the Mortgage

vs.

Oliver C. Smith and Mary L.
Smith, his wife

Wkt. No 21 - Folio 297
Case No 15,984 Equity
BOND OF Attorney
To Sell Real Estate

KNOW ALL MEN BY THESE PRESENTS: That we,

Edward J. Brannan of
541 Equitable Building, Baltimore, Maryland

as Principal ,
and . UNITED STATES FIDELITY AND GUARANTY COMPANY, a body corporate under the
laws of the State of Maryland, as Surety, are held and firmly bound unto the State of Maryland in the
full and just sum of Six Hundred Twenty Five and 00/100 -----
Dollars (\$ 625.00), to be paid to the said State or its certain Attorney, to which payment well
and truly to be made and done, we bind ourselves and each of us, our and each of our heirs, executors,
administrators, successors or assigns, jointly and severally, firmly by these presents.

Sealed with our seals and dated this 19th day of December , in the year of
our Lord, nineteen hundred and Sixty-Three.

WHEREAS, the above bounden

Edward J. Brannan

from Leeds Federal Savings and Loan Association by virtue of the power contained in a mortgage
Mary L. Smith, his wife to Oliver C. Smith and
1st day of July , 1963 bearing date the
Records of Anne Arundel County and recorded among the Land
No. GTC-1670Folio 214 in Liber

Edward J. Brannan

is about to sell the land and premises described in said mortgage, default having been made in the pay-
ment of the money as specified, and in the conditions and covenants therein contained.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH that if the above bounden

Edward J. Brannan

do and shall well and truly and faithfully perform the trust reposed in him under the mort-
gage aforesaid, and shall abide by and fulfill any order or decree which shall be made by any Court of
Equity in relation to the sale of said mortgaged property, or the proceeds thereof, then the above obli-
gation to be void; otherwise to be and remain in full force and virtue in law.

Signed, sealed and delivered

in the presence of

Marguerite E. Holey

Edward J. Brannan (SEAL)
..... (SEAL)

UNITED STATES FIDELITY AND GUARANTY COMPANY

By *Frank C. Horigan*

B.L. Bolling
B.L. Bolling, Witness to Surety

Bond approved this 30th day of December, 1963

Frank C. Horigan, Attorney-in-fact

Louis V. Phillips Clerk

503 DEC 30 PM 1:29

Order nisi

IN THE CIRCUIT COURT FOR
ANNE ARUNDEL COUNTY
NO. 15,984 Equity

EDWARD J. BRANNAN,
Attorney Named in Mortgage
versus

OLIVER C. SMITH and
MARY L. SMITH, his wife

Ordered, this 19th day of December, 1963, That the sale of the property in these proceedings mentioned made and reported by Edward J. Brannan, Attorney Named in Mortgage BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 27th day of January next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 27th day of January next.

The report states that the amount of sale was \$13,125.00.

LOUIS N. PHIPPS, Clerk

True Copy, TEST:

LOUIS N. PHIPPS, Clerk

J-16

OFFICE OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

LIBER 151 PAGE 604

CERTIFICATE OF PUBLICATION

Annapolis, Md., January 18, 1964.

We hereby certify, that the annexed

Order nisi
15,984

Oliver C. Smith

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel

County, Maryland, once a week for 4

successive weeks before the 27th

day of January, 1964. The first

insertion being made the 26th day of

December, 1963.

FILED THE CAPITAL-GAZETTE PRESS, INC.

No. M. C. 1843 304 JAN 20 AM 10:16 By H. H. H. H. H.

In the Case of

EDWARD J. BRANNAN, Attorney named in Mortgage

VS.

OLIVER C. SMITH and

MARY L. SMITH, his wife,

In the

Circuit Court

For

Anne Arundel County

No. 15,984 Equity

To the Honorable, the Judges of said Court:

The Auditor reports to the Court that he has examined the proceedings in the above entitled cause, and from them he has stated the within account, and that he has this day given notice of the filing of this account to all parties and persons who have filed a claim to the proceeds of sale herein, in accordance with General Equity Rule #595.

All of which is respectfully submitted.

February 10, 1964

John H. Hopkins, IV,

Auditor.

FINAL ORDER

ORDERED BY THE COURT, this 26th day of February, 1964, that the foregoing Report and Account of the Auditor be and the same is hereby finally ratified and confirmed, no cause to the contrary having been shown, and that the Trustee apply the proceeds accordingly with a due proportion of interest as the same has been or may be received.

Clerk
Per:

, deputy

1964 FEB 26 11 21 49

LIBER 151 PAGE 606

Cr.

1963						
Dec.	16	Proceeds of Sale	13,125	00		
		Interest on deferred payment of \$12,625.00				
		from 12/16/63 to 2/4/64	103	10	13,228	10
		1963 County, State Taxes, adjusted				
		12/16/63 to 12/31/63	7	98		
		A. A. Co. Sanitary charges, adjusted				
		12/16/63 to 12/31/63	1	80	9	78
					13,237	88
		To Attorney for fee, viz:	150	00		
		To Attorney for commissions, viz:	426	84	576	84
		To Attorney for Court Costs, viz:				
		Plaintiffs solicitors appearance fee	10	00		
		Clerk of Court - court costs	31	50		
		Auditor - stating this account	25	00	66	50
		To Attorney for expenses, viz:				
		Capital Gazette Press - advertising sale	73	52		
		Capital Gazette Press - Order nisi, sale	15	00		
		The Sunpapers - advertising sale	33	90		
		E.T.Newell & Co. Inc. - auctioneer's fee	248	10		
		U.S. Fidelity & Guaranty Co.-bond premium	52	50		
		Water rent to 12/16/63	26	05		
		Marguerite E. Wolf - notary fees	1	50	450	57

